A CALENDAR OF ORIENTAL RECORDS

VOLUME III

Sheikh Abdur Rashid.

U. P. STATE RECORDS SERIES

GENERAL EDITOR : G. N. SALETORE

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Selections from Oriental Records

NO. 3

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VOLUME III

Edited by :

Professor S. A. Rashid

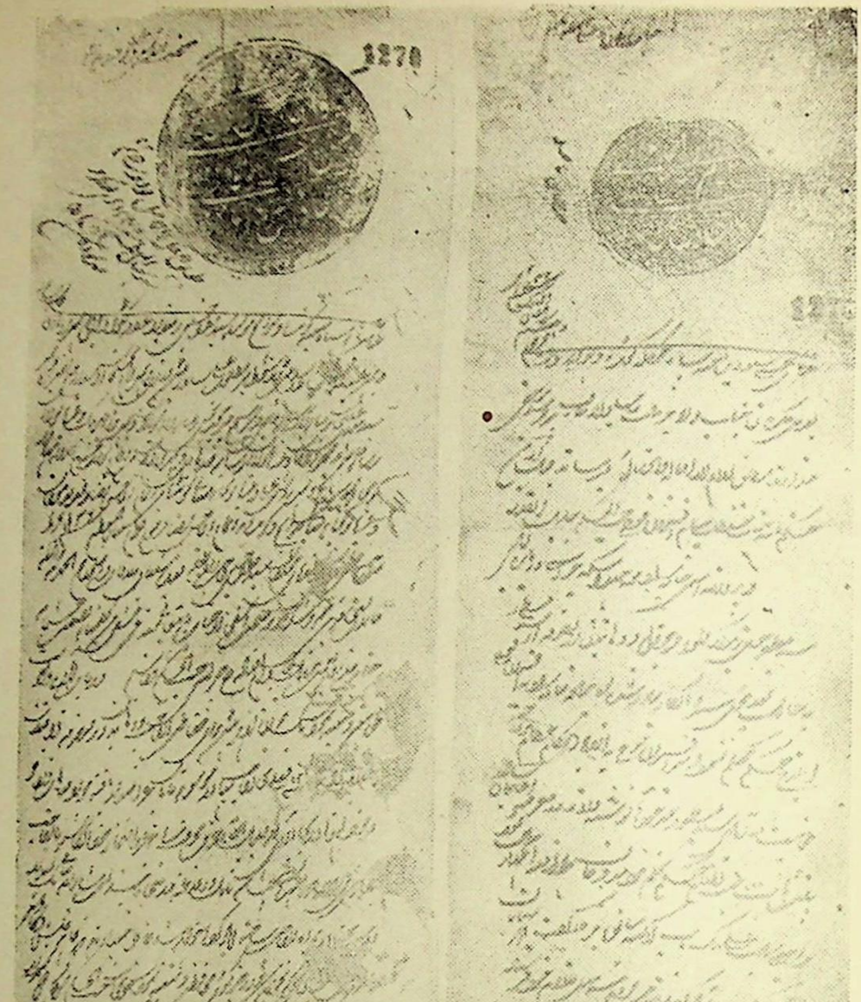
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Facsimile of an Application and *Tumaniat Nama* (facing pp. 65—67). U. P. Regional Records Survey Committee's Collection for 1957—58, Nos. 1270, 1271.

GENERAL EDITOR'S PREFACE.

The object of Scheme II of the publication programme of the Central Record Office is to publish the documents unearthed by the U. P. Regional Records Survey Committee. In the present publication, which is Volume III of the series, several types of documents have been calendared for the benefit of research students. Professor S. A. Rashid, Chairman, Department of History, Muslim University, Aligarh, and a member of the U. P. Regional Records Survey Committee has selected the papers from the collection of 1951-1958, references to which are given in dark print. These documents, alongwith others preserved in the Central Record Office, Allahabad, furnish important raw materials for working on the administrative and cultural history of this part of the country. This invaluable source of information now deserves to be co-related and confirmed by the extant court histories of the Mughal empire.

The generality of these records describe the administrative system concerning the *Sarkar* and *Pargana* in the *Subah* of Avadh during its subserviency to the Mughals.

The *Subah* (Province) was governed by a *Nazim*, also known as *Sipahsalar* in earlier times. Next to him was the *Diwan*, primarily the Minister for finance and revenue. The other important officials were *Bakshi* (Pay Master), *Sadr* (Judge of Criminal Law), *Qazi* (Judge of Civil Law and temporal matters), *Mir Bahr* (Port and Customs Officer), *Kotwal* (Municipal Executive Officer) and last but not least the *Waqianawis* (Official news reporter). The aforesaid officials figure in these pages. Of particular interest is a document, dated 1746 A. D., containing the proceedings of the *Adalat-i-Aliya* (Provincial Court of Justice) and the part played therein by the Provincial *Qazi* and other high officials (No. 1244).

Lower than the *Subah* was the *Sarkar*, comprising several *Parganas* (Divisions). The *Faujdar*, at its head, had powers resembling those of the *Nazim*. He looked after law and order, patrolled the countryside, supervised the militia and afforded armed help to the *Karoris*, *Gumashtas* and others. His deputy, the *Thanedar*, manned the revenue posts, stopped the levying of *abwabs* (illegal exactions) and prevented unwarranted dispossession of tenants. An instance of the *Faujdar's* executive function is shown in a serious case of cattle-lifting and homicide occurring in the villages of Shaikhupur and Madhaupur, during the 4th Regnal Year of Emperor Farrukhsiyar. The inhabitants of these places had earlier petitioned repeatedly, but in vain, for the release of their kine and invoked the "intervention and protection" of the *Badshah*, *Shariat* (Law) and the *Nazim*. Ultimately the authorities moved in the matter and the *Faujdar* of the *Sarkar*, apparently acting under the *Nazim's* orders, commissioned the *Thanedar* to the disturbed *Pargana* of Sadarpur for reporting in the matter (No. 1237).

Internal security of the city was the concern of the *Kotwal* (Superintendent of Police), who acted under the *Qazi's* orders. In 1732 the offices of *Kotwal* and *Mir Bahr* were held by one official. (No. 1240).

A *Qazi*, appointed by the *Qazi-ul-Quzzat*, decided civil disputes according to the *Shariat*. Classical references from legal treatises and examples of abstract law were compiled for his work by a *Mufti* (law graduate). The duties assigned to Mir Fazl Ali, the *Qazi* of Kara, are vividly described, in a *parwana* issued by *Sadar-us-Sudur* Aqbat Mehmood Khan, on 6 Ziqad, in the 6th R. Y. of Shah Alam, as follows :—adjudicating disputes and cases ; determining boundaries; issuing penal orders (*izra-i-tazirat*); leading Friday and other congregational prayers ; instructing citizens to be godfearing; registering marriages ; dividing legacies ; protecting public properties ; and executing testaments (U. P. Regional Records Survey Committee's collection for 1958-1959, no. 254). The documents cited

in this volume testify that *Qazis,* among other things, conducted the consolidation work and gave possession to the grantees with the help of local officials ; they supervised the sale of property ; and they sealed the *Tumar-i-Wasilat* (account book) signed by the *Qanungo* and *Chaudhuri* in the leased cases. *Qazis* sometimes became overbearing and interfered in the collection of customs duties and usurped public property. Every important *Pargana*, town and village had a *Qazi*. Transfer or dismissal of *Qazis* was done when necessary (No. 1242).

The *Sadr* (Judge) supervised the religious endowments made by the *Badshah* and his family for the upkeep of scholars, seers and the like. He was appointed by the Emperor, but posted to his assignment by the *Sadar-us-Sudur.* Such appointments were duly notified, through a *parwana,* to the *Gumashtas* of the *Jagirdars* and residents of the *Sarkar.* The documents noticed here throw light on his multifarious duties which were : (*i*) examination of petitions for *Madad-i-Ma'ash* grants and recommendation of the continuance of such rights. In this connection the *Sadr* required the grantees to produce the original *farmans* or endorsements (*Tashihaha*) thereof by previous *Sadrs* and if such papers were not forthcoming, he confiscated the estate and sent the available papers to the *Daftar Diwan-i-Subah* (Office of the Dewan of the Province) ; (*ii*) ordering inquiries about the *Wazifadars* who died, absconded, defalcated funds or committed fraud ; (*iii*) confiscation of land owned by cheating ; (*iv*) verification of claims of the heirs (of the deceased) as per the *Dastur-ul-amal* prescribed for the *Madad-i-Ma'ash* grants ; and (*v*) preparation of verified statements for being dispatched to the Imperial Court. (Nos. 1187, 1239).

There was a *Muhtasib* (Superintendent of Ethics) charged with the duty of exhorting citizens to follow the righteous path according to the scriptural precepts. Such officials were appointed even for *Qasbas* (No. 1242).

The documents in this volume prove that a *Chakladar* (District Officer) was in charge of a *Chakla*, a *Pargana* and sometimes even of *Mahals*. According to a record, dated 1843 A. D., his duties consisted of—(i) ensuring the efficient administration of his *Mahals* ; (ii) increasing the cultivation by harnessing all the uncultivated pastures ; (iii) inducing the *Tahsildars* to increase the cultivation ; (iv) taking proper precautions (*hasn-i-intizam*) for preventing robberies ; (v) forwarding the weekly income under armed escort to the *Kacheri-i-Nizamat*. It is interesting to note that in this *Parwana* the local people are exhorted to obey the *Chakladar's* orders in the interests of Government (*har aina maqrun i Khairkahi wa Kifayati-mal-i-Sarkar buda bashad*) (No. 1275).

The executive head of the *Pargana* (Division) was the *Shiqdar*, with functions like those of *Kotwal*. He maintained, in addition, an account of the revenue paid by the cultivators and supervised the local treasury. The *Karori* collected the land revenue, fixed the *Chaks* (boundaries), demarcated village areas, ascertained the seasonal output and distinguished the rent free holdings from others. In this work he was helped by the *Karkun* (clerk), *Fotedar* (Treasury Official), *Jaribkashan* (surveyors) *Qanungoes*, *Chaudhuries*, *Muqqadams*, *Patwaris* etc. Revenue was collected on the basis of the *Shiqdar's* report. Government, as well as *Jagirdars*, appointed *Karoris*. Besides the foregoing officials, who figure in these documents, a host of smaller ones are also mentioned, such as *Navisinda*, *Harkara*, *Shahna*, *Hakim*, *Munsif*, *Chobdar*, *Hazir Bardar*, and *Ahlkar-i-Chauki*.

For services rendered to the State, the *Badshah* conferred realties on the old local rulers and *Zamindars*, who in turn paid a tribute to the Emperor or fixed amount to the local district officials (*Nazims* or *Chakladars*). Some aspects of the problems relating to the administration of such mediaeval estates are delineated in the records. Ownership of such estates and villages was vested with

proprietory rights and income from sources like residential houses, gardens, trees, tanks and wells.

Valuable information is also available on the settlement, land measures and sources of revenue. The taxes and cesses current were—(i) those paid by the leaseholders (e.g. *Zamindari*, *Chaudhuri*, *Qanungoi*, *Shahnagi*, *Talbana*, *Nambardari*, etc.); (ii) those paid by *Aimadars* (e.g. *Khewat Mehmani*, *Sadrana* etc.); (iii) those realised by the Govt. Departments (e.g. *Mal-Wajihat*, expenses, taxes, etc,); and (iv) miscellaneous like Hakim's perquisites *Jhawan Sari Fasl* (Nos. 1177, 1204, 1230, 1231). Three categories of land tenures also prevailed. First there was the tenure of *Zamindari* under which villages were held by single landlord or jointly by several landlords. Another type was the *Taluqdari*, a double tenure, with the rights of the Taluqdar and those ofthe village community. Estates were bestowed on Taluqdars by royal munificence, but sometimes they also annexed Jagirs by dubious means. And finally there were revenue free grants, of which *Aima* and *Madad-i-ma'ash* are frequently mentioned. The former was a revenue assignment for life time made for the maintenance of all religious and learned men, as well as for cultivation of waste land. The *Madad-i-ma'ash* grant, donated as a means of livelihood in identical cases as above, was also rent free with ownership in soil. This was included in the category of *Sayurghal* land.

The records further give a glimpse into the social affairs of the times. Several instances are heard of the illegal occupation of land and mulcting of money from the cultivators by *Qazis* and others. Disputes over *pattis*, boundaries, proprietory rights and customs dues, were rampant and these led to litigation. Civil commotions also occurred. One such case is reported from *Pargana* Hasampur in November, 1689, when a nocturnal attack was made by unsocial elements on the mud-fort of a *Zamindar* and houses of public servants and cultivators in the neighbourhood. The *Faujdar* and *Amin* of the area had

to dispatch the local militia to oust the mischief mongers and recover the property. (No. 1225). Another case of usurpation is mentioned in the 6th Regnal Year of Farrukhsiyar, on 10th Jamadal-us-Sani. when certain Hindu inhabitants attacked in broad day light the Muslim landlords and residents of village Ahror and other hamlets, perpetrating such atrocities like lynching of women, naked expulsion of people, demolition of havelis, capturing property, arms, apparel, ornaments, grains and money, laying waste the entire vicinity and even occupying *Aima* and *Khalsa* lands included therein. The State took prompt measures to restore tranquillity in that area. (No. 1236). In some cases as is revealed by a document issued in the 10th Regnal Year of Shah Alam, rural police outposts (*Thanas*) could not be established outside a fort, owing to the resistance of rebels (No 818). When mischief mongers interfered in the administration of Jagirs and *madad-i-ma'ash* lands, the State resumed such property and, in lieu, gave other culturable land elsewhere. This happened even where the *Shiqdar*, *Karkun* and *raiyat* did not behave well with the grantees. In such matters the victims of oppression applied to the higher authorities relinquishing their holdings and prayed for exchange of land. (Nos. 873, 1191 1212).

The publication of this volume was scheduled for 1957-58. But due to certain difficulties, among which printing was the foremost, the publication is being issued in 1958-59. Shri Shyam Narain Sinha M.A. LL.B., Technical Assistant and Shri A. D. Khan M.A. B.T., Junior Technical Assistant of this office have assisted me in preparing this manuscript for the press.

Allahabad, March 11, 1959.

G. N. Saletore,
Keeper of the Records, Govt. of U. P.

INTRODUCTION

The importance of contemporary documents for interpreting and elucidating the numerous problems connected with the day to day administration is universally recognised. The documents contained in this collection, as also in the previous volumes of this series planned by the Government Central Record Office, Allahabad have been selected from the records of that office. It has not been possible to publish a calendar of all the documents in one single volume, and as a result some documents as important as those incorporated here may have been left out and they may also have been of great help in preparing this collection. Those documents it is hoped will be published at a later date. The present volume contains 142 documents covering the period from 1612 A. D. to 1843 A. D They have been classified as under :—

Sl. No.	Nature of Document	Number	Period
1.	Mahzar	15	1658—1813
2.	Parwana	24	1612—1839
3.	Chaknama	15	1633—1680
4.	Farigh Khati	8	1639—1797
5.	Sale Deed	18	1643—1818
6.	Qabuliat	7	1672—1698
7.	Release Deed	4	1674—1679
8.	Receipt	3	1672—1717
9.	Qabzul Wasul	7	1675—1792
10.	Agreement	5	1795—1828
11.	Security Bond	2	1647—1681
12.	Petition Deed	7	1629—1679
13.	Hibah Nama	3	1629—1732
14.	Deed of Arbitration	3	1674—1686
15.	Dastak (Summons)	3	1667—1832
16.	Tamlik Nama	1	1669
17.	Ruling (Fatwa)	1	1670

Sl. No.	Name of Document	Number	Period
18.	Takhshish Jama	1	1684
19.	Deed of Exchange ...	1	1672
20.	Tansikh Nama ...	1	1672
21.	Sijil ...	1	1639
22.	Lease Deed	1	1674
23.	Mortgage Deed ...	1	1673
24.	Plaint ...	1	1679
25.	Baz Nama ...	1	4th R. Y. of Shah Alam
26.	Takdama ...	1	1843
27.	Redemption Deed ...	1	1840
28.	Representation ...	1	1679
29.	Application ...	1	1830
30.	Tumaniyat Nama	1	1821
31.	Memorandum ...	1	
32.	Wajib-ul-Arz ...	1	1843
33.	Judgement ...	1	

Particular attention may be drawn to the following documents:

1. *Mahzar*.—This was an open appeal to the public to bear testimony to certain statements made by the petitioner either as to the grant of land or other rights in land enjoyed by the petitioner. Persons who were supposed to be cognizant of the facts contained in the petition were requested to affix their signatures to the *Mahzar* and the usual statement made by the witnesses was "the facts stated in this document are correct." Sometimes a person who had received injuries at the hands of another person or been the victim of robbery with violence or other high-handedness made a statement of facts regarding that injury and appealed to the public to bear evidence in regard to the facts stated therein. Such documents were in the nature of first information reports. Action was taken by competent authority on the basis of the plaint and the testimony of respectable witnesses. Document

Nos. 1187, 1202, 1225, 1228, 1229 and 1235 are of special interest.

2. *Chakla, Chakladar*—It appears that for the first time in the time of Shahjahan new units of sub-divisions of a *Sarkar* comprising several parganas were created. Superintendents were appointed incharge of these *chaklas* and the *karories* were placed under the *Chakladars*. The earliest information of the extension of the system of *chaklas* relates to the governorship of Murshid Quli Khan in Bengal. Document No. 1248 relates to the appointment of a *Chakladar* and one hears frequently of such appointments in the period following the death of Aurangzeb.

3. *Karories*—*Karories* were first appointed in the time of Akbar to an area expected to yield roughly a revenue amounting to one *Karor of Dams* (i.e. 2,50,000 rupees). *Karories* used to receive 8% of the amount of collections as a revenue besides other perquisites. In 1639 an *Amin* was appointed to every pargana for the purpose of fixing the *Jama* and the *Karori* was responsible only for collections. Besides, the office of *Faujdar* was combined with that of *Karori*. Sa'adullah Khan later combined the duties of *Amin* and *Faujdar* in one person and placed the *Karories* entirely under his orders and the *Karori's* emoluments were reduced to 5 %. The powers of the *Karori* were thus considerably reduced. That the *Karori* was still entitled to his perquisites is evident from the various documents listed here. Attention is particularly drawn to document Nos. 816 and 863. A very interesting document in this collection is a ruling or a *Fatwa* of a Qazi regarding the transfer of proprietary right by the holder of *madad-i-ma'ash* land by a simple *Tamliknamah*. The Court held that *madad-i-ma'ash* lands were not transferable. From another document it appears that *madad-i-ma'ash* grant lands were exempted from certain cesses to which other lands were subjected and the exemption is generally mentioned in the *parwana* or *farman*

granting such lands. These grants are invariably exempted from *Jagiri* and *Karori* cesses.

Tumaniyat Nama.—This is a unique document, the like of which does not appear in the earlier volumes in these series. This document gives an assurance of security against high-handedness of the revenue payers and a support by soldiers deputed for this purpose to assist the officer incharge of the collection of revenue in the matter of realizing the Government dues. This throws light on the conditions prevailing in the rural areas and the general disinclination of the peasants, grantees of lands and the Zamindars to pay revenue.

Qabuliat.—Document Nos. 1230 and 1231 giving the form of an agreement between *Jagirdar* or the holder of land and the *Ijaradar* or the cultivator as to the conditions on which the land was to be held by the *Ijaradar* or the cultivator. The chief interest of these documents lies in the conditions laid down in the *Qabuliat* that in case of natural calamity the *Ijaradar* or the cultivator would be exempted from the payment of the revenue agreed upon in proportion to the loss suffered by him and at the rate prevalent in the pargana. Such documents bear the seals of Qazi and the signatures of the *Chaudharis* and the Qanungos. Further the *Ijaradar* assures the lessor that he would pay regard to the prosperity and the well being of the cultivators. That in case of a natural calamity affecting the crops shows that the Muslim Law or the *Shariat* Law in this behalf was followed.

There was a well defined law of evidence which to some extent differed from the present law of evidence. In those days the plaintiff was not entitled to summon the witness but it was expected that the witnesses would appear voluntarily if the statements of the plaintiff were based on truth. It shows that the Muslim Law or the *Shariat* Law in this behalf was followed because according to the Muslim law it is obligatory for persons acquainted with the facts of a particular case to appear before the court

as witness to support the contention of the plaintiff or of the petitioner. It seems that there was more emphasis on the civil law than on the criminal law. The civil law was so complete and perfect that even upto the present time in principle the procedure remains the same. The language and the contents of the sale deeds, gift deeds, mortgage deeds, redemption deeds, *qabuliat* etc., have remained the same.

As far as the money matters and especially the borrowing and the lending of money was concerned the regulations in this respect were secular in character because interest on loans was permitted, while in Muslim law interest on loan is strictly prohibited and cannot be realized through a court.

I am most grateful to my friend and colleague Mr. Ather Ali, Senior Research Fellow in the Department of History, for immense help rendered by him in deciphering and translating these documents.

SH. ABDUR RASHID

CONTENTS

A CALENDAR OF ORIENTAL RECORDS

MAHZAR 1658.

The petitioners Yusuf Ali, son of Bibi Fatima and Farid Khan, Vakil of Bibi Zainab (?) daughter of Mir Saiyad Muhammad, resident of Muzaffarabad, pargana Hasampur, state that Mir Saiyad Muhammad executed a gift deed of the *ta'aluqa* which he had inherited from his father in favour of his wife, Musammat Bibi Jen. The gift deed was duly sealed and signed by Saiyad Muhammad and it was also attested to by the witnesses. The petitioners are in possession of the gift deed and all such persons who are aware of this transaction are requested to affix their signatures as witnesses at the bottom of the document. Four seals of the witnesses are affixed at the bottom of the document. The document also contains about 15 signatures of witnesses (**1185**).

MAHZAR 1663.

The petitioners Sa'adullah and Zainul Abiden, sons of the late Shaikh Budah, state that it is clearly known to every one that the village Palhari, pargana Karha Qilai Nau, Sarkar Bahraich, was granted to the petitioners as *madad-i-ma'ash* according to the *Farman* of *Sahib Qiran Sani* (Shah Jahan) and the petitioners are in full and exclusive possession of it. Shaikh Abdul Nabi was appointed by the Emperor to renew the *madad-i-ma'ash* grant. The petitioners produced before him the *Farman* and the renewal orders of the former *Sadrs*. The petitioners got a *parwana* for the renewal of the grant by the aforesaid *Sadr* and are in possession of it. The above mentioned *Sadr* (Abdul Nabi) confiscated five hundred bighas

of land from the *ta'aluqa* of Shaikh Ajyali on the charge of not having produced the *sanad* and sent the papers to the office of the Diwan of the province. In these papers by mistake, village Palhari has been mentioned which is already in possession of the petitioners. In the aforesaid village only one bigha and one biswa land belonged to Shaikh Ajyali. The land which is included in the *ta'aluqa* of Shaikh Ajyali is in the village of Tirkaulya. All persons who are aware of this fact are requested to affix their signatures at the bottom of the document as witnesses. The document bears four seals of the witnesses. Two signatures of witnesses are also affixed on the margin of the document. The document also bears the seal of Qazi Abdul Hakim (**1187**).

MAHZAR 19-5-1676.

The petitioners Ahmad, heir of Mir Saiyad Sadar Jahan, Muhammad Arif, heir of Bibi Shaha and Ghiyas-uddin, heir of Saiyad Mubariz state that 5/6 part of villages Seha, pargana Selak, Karamullahpur, pargana Hasampur and Kantura, pargana Fakhrpur ; and the land granted as *madad-i-ma'ash* in *Qasba* Kantura and the culturable land towards *Qasba* Kantura is the hereditary property of the petitioners. This fact is also known to the Muslim and holy persons of the parganas of Selak, Hasampur and Fakhrpur. The petitioners also possess *sanads* duly sealed and signed by Qazi Tuaha and Qazi Wali, the former Qazi of pargana Selak and attested by witness Jafar, the foster brother of Bibi Shaha and a relation of Qazi Wali Muhammad, the Qazi of pargana Selak. Qazi Wali Muhammad, his father Muhammad Sharif have illegally occupied the aforesaid villages and land. Therefore, it was requested that the Nawab might kindly be pleased to get the possession of the aforesaid land to be delivered to the petitioners after making an inquiry on the basis of documentary evidence. According to the orders of the aforesaid Nawab some Sawars along with few

servants went to village Kantura for demarcating the boundaries of the land. Muhammad Sharif, the father of the aforesaid Qazi, Taj Mahmud, a relation of the aforesaid Qazi, and Noor Muhammad, *Karori* of pargana Selak collected miscreants and prepared to offer resistance and molested the Sawars and fired at them. The petitioners request that such persons as are aware of this fact should append their signatures to the document bearing testimony to the statement. One witness adds that the facts mentioned in this document are correct. Four seals are affixed thereon. The document also bears a number of signatures of witnesses (**1202**).

MAHZAR 15-11-1689.

Muhammad Arif Husain, the Qazi and Mufti of pargana Hasampur, pargana Haveli Bahraich and of its vicinity states that Saiyad Abdullah, resident of Bahraich sent Mubarik Mohiuddin along with some gunners and mischief-minded servants and they after reaching villages Gajadharpur, Kaund, Kirasparha and Kattul of pargana Hasampur called Bir Sahi, Jairam, Munshi and others to their presence and asked them to accompany them (Mubarik Mohiuddin and others), along with Ghiyasuddin and others, the servants of Saiyad Ghulam Mohiuddin, resident of village Jiraul, pargana Hasampur. They thus collected about 200 persons and attacked the fort at midnight on 1st *Safar* 1101 A. H.; situated in village Arifpur, *alias* Pansajat, pargana Hasampur, which is in his possession and in the *Zamindari* of the petitioners. They also made a night attack on the houses of Kasu *Muqaddams*, the *raiyats* and servants of the petitioners, looted and plundered the property, (the list of which is separately prepared) and ejected the servants of the petitioners from the fort and have occupied it. They kidnapped Kasu and carried him to village Kirasparha and released him after rupees ten were paid to them as ransom. On 10th, *Rabiul Awwal*

Shaikh Hedayat Ullah was sent on behalf of Khudadad Khan, the Jagirdar, Faujdar and Amin of pargana Hasampur, with some Sawars and soldiers and they ejected the usurpers from the fort and the possession of the fort was delivered to the petitioners but the property which the aforesaid miscreants had taken away has not been returned as yet. It is requested that persons who are aware of this fact should affix their signatures to the document. Two signatures of witnesses are affixed thereon. The document also bears a seal impression (**1225**).

MAHZAR 26-3-1697.

The petitioner states that 163 bighas, 23 biswas of land in pargana Haveli Bahraich were granted to Mir Saiyad Ahmad, father of Saiyad Muhammad Arif according to the *Farman* of *Arsh Ashyani*. 194 bighas, 4 biswas of land were granted to Mir Saiyad Ziauddin and 70 bighas were granted to Shaikh Nurullah, Bibi Lodhan and others according to the *Farman* of *Jinnat Makani*. 264 bighas of land were in the possession of Mir Saiyad Ziauddin according to the *Farman* of Emperor Alamgir. Mir Saiyad Ziauddin has two sons—Mir Saiyad Ahmad and Saiyad Ghulam Muhammad. Mir Saiyad Ghulam Muhammad died during the life time of his father and so he was disinherited. In the time of *Firdaus Ashyani* and at the time of the accession of Emperor Alamgir no *Sanad* was issued in the name of Saiyad Qaim. Muhammad Arif went to the court and applied through *Sadrus Sadur* for correction in the revenue papers regarding the *madad-i-ma'ash* grant. Necessary corrections were made in the name of Saiyad Muhammad Arif regarding the grant of 194 and 70 bighas of land. After the death of Bibi Lodhan, *Parwana* for the renewal of the grant of 106 bighas, 13 biswas was issued to Bibi Fatima. Muhammad Arif applied for the renewal of the grant consisting of 520 bighas and 2 biswas of land which was included in the *ta'aluqa* of Muhammad

Arif and his relations and produced some *Farmans* in support of his claim and these *Farmans* were examined by Sa'adullah Amin and after that seals and signatures of Sa'adullah were affixed thereon In the meantime Saiyad Qaim filed an objection and proceedings for the correction of the papers were adjourned by Shaikh Abdur Rauf, mace bearer. Muhammad Tahir, *Mansabdar* was appointed to decide the issue. The petitioner produced *Sanads* in the court of Muhammad Tahir, and Saiyad Qaim was summoned but he did not turn up. Shaikh Abdur Rauf, mace bearer kidnapped some persons and the matter was reported to Nawab Askar Khan Nazim, Mirza Muhammad Husain, and Mirza Abdul Hasan Dewan. It was ordered that Abdur Rauf mace bearer be summoned and the papers be handed over to Saiyad Muhammad Arif. Shaikh Abdur Rauf, mace bearer has handed over the aforesaid documents to the petitioner (Saiyad Muhammad Arif) but has not handed over the *Parwana* regarding the correction of the entries prepared by Mir Sa'adullah Amin to Muhammad Arif. It has been reported that three mace bearers have started from Oudh towards Daryabad. Persons who are aware of this fact should append their signatures to the document. Eleven seals are affixed thereon. On the margin, the seal of an officer of Alamgir is affixed and on it, it is written that after examining the documents, Saiyad Qaim was summoned and he stated the truth in support of Saiyad Muhammad Arif **(1228)**.

MAHZAR 26-3-1697.

The petitioner states that according to the *Farmans* of *Hazrat-i-Jinnat Makani*, and *Arsh Ashyani*, 584 bighas, 8 biswas of land were granted in pargana Haveli Bahraich. 163 bighas and 12 biswas of land were granted to Mir Saiyad Ahmad, father of Saiyad Muhammad Arif and others. Out of 264 bighas of land, 194 bighas were granted to Mir Saiyad Ziauddin and others and 70 bighas were granted to Shaikh Nurullah and others. 106 bighas and 16 biswas

of land were granted to Bibi Lazyan and others, the heirs of Saiyad Muhammad. 163 bighas 12 biswas of land were granted to Mir Saiyad Ahmad and others according to the *Farman* of *Jinnat Makani* and on the basis of the aforesaid *Farman*, Emperor Alamgir ordered that the entries regarding the names of Mir Saiyad Ahmad and others be corrected. 264 bighas of land were in the possession of Mir Saiyad Ziauddin. Mir Saiyad Ziauddin has two sons—Mir Saiyad Ahmad, father of Saiyad Muhammad Arif and Mir Saiyad Ghulam Muhammad, the father of Saiyad Muhammad Qaim. As Saiyad Ghulam Muhammad during the reign of *Firdaus Ashyani* died in the life time of his father so he was disinherited.

During the reign of *Firdaus Makani* (Shah Jahan) by the orders of Saiyad Qutbuddin the *Sadr*, the entries were made in the name of Saiyad Muhammad Arif and others and the *Sanad* was sent to them and no entry was made in the name of Saiyad Qaim. Accordingly in other holdings also the entries were made in the name of Saiyad Muhammad Arif and others and the *Sanad* was handed over to them. Saiyad Muhammad Arif applied through *Sadrus Sadur* Rizwan Khan for the renewal of the aforesaid *madad-i-ma'ash* grant and subsequently the grant was renewed. Accordingly the *Farman* of Emperor Alamgir was issued to Saiyad Muhammad Arif and others for necessary correction and entry of their names (in the revenue papers) regarding 194 bighas and 70 bighas of land. 106 bighas and 16 biswas of land were granted to Musammat Bibi Lodhiyan and others, the heirs of Saiyad Muhammad and after the death of aforesaid Musammat according to the *Farman* of Emperor Alamgir, the entries were made in the name of Musammat Fatima and others, the sisters of Saiyad Muhammad Arif. Apart from it Mir Saiyad Muhammad Arif applied for the correction of names in respect of the grant of 520 bighas and 2 biswas of land and produced five documents before Mir Sa'ad Ullah, the Amin. The documents were examined by Saiyad Rahmat Ullah and Shaikh Abdur Rauf, mace bearer and necessary cor-

rections were made and the documents were sealed and signed by Sa'ad Ullah Amin. In the meantime Saiyad Qaim filed an objection in connection with the corrections and the matter was postponed by Shaikh Abdur Rauf, and both parties were directed to refer the matter to Mirza Muhammad Tahir *Mansabdar* and get the issue decided. On the 17th of *Shaban* 1108 A. H, Saiyad Muhammad Arif appeared in the court of Mirza Tahir and produced his *Sanads* (in support of his claim). Mirza Muhammad Tahir summoned Saiyad Qaim but he did not turn up. Shaikh Abdur Rauf, mace bearer due to his enmity with Saiyad Muhammad Arif kidnapped some servants of Muhammad Arif and he (Muhammad Arif) reported the matter to Nawab Askar, *Nazim* of Suba Oudh, Mirza Muhammad Husain Naib Wazir and to Mirza Abul Hasan Dewan of Suba Oudh. Mirza Muhammad Tahir ordered that Shaikh Abdur Rauf, mace bearer should handover the documents to Muhammad Arif. Shaikh Abdur Rauf handed over the documents but did not hand over the *parwanas* issued by Sa'ad Ullah, Amin regarding the correction of the entries of names in relevant registers.

It has been reported that on 29th of the aforesaid month Sa'ad Ullah Amin and Abdur Rauf mace bearer have started from Oudh towards Daryabad. All such persons who are aware of this fact should append their signatures to the document. The document also contains eleven seals and four signatures. Eleven seals are affixed thereon. The document also bears four signatures (1229).

MAHZAR About 1712 A. D.

The petitioner Saiyad Habibullah states that it is well known to the Ulemas, Jurists, Saiyads, Shaikhs and to the residents of *Qasba* Hasampur, Sarkar Bahraich that Saiyad Muhammad had three daughters, one of whom was married to Saiyad Alauddin ; the second was married to Saiyad Usman and the third to Saiyad Muhammad

Raza. Village Mustafabad was divided into three parts, one part of which is owned by the petitioner, the other is owned by Saiyad Abdullah and the third is owned by Saiyad Muhammad Raza. Muhammad Ali and Murad Sher have demolished the *haveli* at Mustafabad and have established a *Thana* there. The petitioner filed a suit against the usurpers and a *dastak* was issued to them but they did not comply with it and are still in possession of the village and of the *Thana*. Such persons as are aware of this fact are requested to append their signatures to the document. Two seals are affixed thereon. The document also bears six signatures of witnesses (1235).

MAHZAR 3 R. Y. of Farrukhsiyar.

Victims of cruelty and oppression, the plaintiffs Saiyad Mubarik, Saiyad Iwaz, Saiyad Ghulam Ali, and others, residents and landlords of village Ahror, patta Khatauli, pargana Hasampur, Sarkar Bahraich, state that it is known to every resident of the aforesaid village and to the people of the neighbourhood and to the Saiyads and the Shaikhs of the vicinity that Sukha, Bachchu, Uday Singh and others, residents of village Pachaun ; Balla, Gajja and others, residents of village Bhurh ; Sukhay, Harbans and others, residents of village Umri ; Bhula, Mukand and others, residents of Dudh, Rajput by caste, of the aforesaid pargana Hasampur, along with 500 persons on the 10th *Jamad-us-Sane* 1126 A. H. during day time attacked village Ahror which had been granted to the plaintiff as *madad-i-ma'ash*, and murdered Saiyad Karam Ali, Saiyad Ibrahim and Shaikh Sajjan, residents and landlords of the aforesaid village and burnt five women alive and expelled the surviving members of the family of the plaintiffs naked from the village and burnt and demolished all the *havelis* one by one and looted and plundered all the goods, arms, clothes, ornaments, grain and cash etc. and carried the dead bodies of the aforesaid victims and buried them in the aforesaid village, Pachamri.

They also plundered and laid waste villages of Ahror, Badhaulia, Kamalpur, Kunhat and Bilhari, pargana Hasampur, which are the property of the plaintiffs. They also occupied all the lands including *Aima* and *Khalsa* lands of the aforesaid five villages and have turned the graveyard belonging to the plaintiffs into culturable land. It is requested that the persons who are aware of this fact should append their signatures to the document as witnesses. Seven signatures of the witnesses are affixed thereon. The document also contains five seals (1236).

MAHZAR 4 R. Y. of Farrukhsiyar.

Muhammad Nasir, Thanedar of pargana Sadarpur, deputy of Raja Jauhar Mal, Faujdar, states that the *Piyadas* of the petitioner have been going in every direction but have not succeeded in getting any information. The petitioner accompanied by Nathha, the Thanedar of Aliganj and Naib of Abdul Nabi Khan, captured all the cattle of the village of Shaikhupura. The aforesaid Nathha along with his caste fellows without giving any warning went to village Madhaupur which is adjacent to village Shaikhupur, and murdered Lakhan, resident of the aforesaid village and captured thirtyfour bullocks. When this fact was reported to the petitioner and as it was also known that the aforesaid village was included in the *Aima* of Miyan Shaikh Bhawan, the petitioner tried his best to secure the release of the cattle but failed. Furthermore Nathha with the help of the residents of village Derampur captured by force the cattle of the villagers of Shaikhupur which were lodged in the fort in *Qasba* Sadarpur. The residents of Shaikhupur have repeatedly applied for the release of their cattles and have sought the intervention and the protection of the Emperor, *Shariat* (Qazi) and the *Nazim* but with no success. Such persons as have any knowledge of this fact should append their signatures to the document. A seal is affixed thereon (1237).

MAHZAR 9-8-1731.

The petitioner (Saiyad Din Muhammad) states that Shaikh Muhammad Shafi and Shaikh Karam Ali were appointed Qazi and *Muhtasib* of *Qasba* Bahraich, Sarkar Bahraich in the province of Oudh. Later on Shaikh Muhammad Shafi was dismissed, and Shaikh Qiyamuddin was appointed Qazi, and Saiyad Din Muhammad was appointed *Muhtasib.* After the transfer of Shaikh Qiyamuddin, Shaikh Ilmul-Huda was appointed as Qazi of the aforesaid *Qasba*. There was a dispute over custom duties between the petitioner and the deputy of Shaikh Ilmul Huda. The petitioner filed a suit in the competent court and a *parwana* was issued to Naib, Raja Bethal Ram to the effect that the custom duties be left (exclusively) to the *Muhtasib* and the Qazi be restrained from interfering with it. Jhamman Singh, the deputy of the aforesaid Raja investigated the matter and the custom duties were allowed to be appropriated by the petitioner. Such persons as are aware of this fact should append their signatures to the document as witnesses. Thirteen seals are affixed thereon. **(1242)**.

MAHZAR 3-9-1742.

Fath Ali, the petitioner states that he owed Rs. 900 to Khan Shahamat (Ismail Khan). Dewan Har Chand Rai asked the petitioner to pay the aforesaid amount to Munawwar Khan Jamadar, the servant of Nawab Ismail Khan, in lieu of his salary and sent Dalir Khan ond others, the sawars of the aforesaid Jamadar along with the petitioner for the realization of the revenue and other cesses from the *ta'aluqa* of Bahraich. Village Basantpura was included in the *Ijara* of Shah Hidayat and the *Qabuliat* (deed of acceptance) was executed by Shaikh Rahmat Ullah, the *Gumashta* of Shah Hidayat Ullah. On 3rd *Rajab* 1155 A. H. the petitioner sent for some persons from the aforesaid village. Shah Hidayat along with a group

of persons went there and kidnapped a large number of people and the *raiyats* fled away. The servants of the petitioner brought five tenants and they were detained in a room. Early in the morning the aforesaid tenants were handed over to the sawars and the sawars wanted to proceed to Hasampur along with the tenants. In the meantime aforesaid Shaikh Rahmat Ullah came and requested that he would pay Rs. 125. and would get the tenants released by tomorrow? At night Shah Hidayat sent some of his servants for night assault. They made a hole in the wall of the room, released the tenants and committed theft and took away goods and effects of the petitioner, a list of which is given below. Persons who are aware of this fact are requested to append their signatures to the documents. Two seals are affixed thereon. The document also bears four signatures of witnesses, (1243.)

MAHZAR 1746 A. D.

The petitioner (Saiyad Fath Ali) states that Saiyad Muhammad Raza, son of Saiyad Badiuddin filed a suit in the court of Nawab Abul Mansur Khan in respect of the property left by Qazi Ajmal and Saiyad Usman but the claim was not accepted by the court. Saiyad Taigh Ali and Saiyad Fath Ali were in possession of the property of the late Saiyad Habib Ullah. Later on Saiyad Taigh Ali along with Nawab Zain Khan attained martyrdom in the service of the state. Saiyad Fath Ali and Saiyad Mahdi Hasan are in possession of the aforesaid legacy.

Saiyad Asad Ullah, son of the aforesaid Muhammad Raza applied for the possession of the aforesaid property and two *parwanas*, one issued by the *Wazir-ul-Mumalik* and the other by Nawab Sahib were issued to him to this effect. He filed a suit in the court of Maharaja Sahib for the delivery of the possession of the aforesaid property and produced the *parwanas* before the Maharaja Sahib and summoned Fath Ali. Maharaja Sahib summoned

both the parties to *Adalat-i-Aliya*. In the *Adalat-i-Aliya* the matter was investigated by Qazi Ghulam Rasul but the evidence produced by Saiyad Asad Ullah was very weak and the case was referred to Maharaja Sahib. Maharaja Sahib asked both the parties to produce documentary evidence in support of their claims. Saiyad Fath Ali produced before the court the *sanad* issued by the *Sadrus Sadur* and the *parwana* issued by the Nawab Sahib which contradicted the *sanads* of Saiyad Abdullah Abdullah also produced the *parwana* issued by *Wazir-ul-Mumalik* and by Nawab Sahib. After scrutinizing the evidence, Maharaja Sahib decided the case in favour of Saiyad Fath Ali and Mahdi Hasan, and the claim of Saiyad Abdullah for the delivery of the possession could not be established. Fath Ali and Mahdi Hasan were allowed to remain in possession of the aforesaid property as previously and the documents filed by Saiyad Asad Ullah in support of his claim were cancelled. Fath Ali requested the Maharaja Sahib to issue a *parwana* to this effect. Maharaja Sahib ordered the *Munshi-i-Parwana* to issue *parwana* to Fath Ali and Mahdi Hasan and the *parwana* was issued to the effect that the suit filed by Asad Ullah was false and frivolous. Twenty seals of witnesses attesting to the correctness of it are affixed on the margin of the document. The seal of the certifying authority is affixed at the top of the document (1244).

MAHZAR 1813. (?)

Saiyad Safdar Husain files the petition and requests the honourable Saiyads, respected Shaikhs and all persons whether minors or majors to appear as witnesses to the contention of the petitioner.

The petitioner states that his son Saiyad Muzaffar Husain treated his grandson as his own and in 1219 *Fasli*, he declared before Rai Sahib Rai Amar Singh and before his relations that he had appointed Mir Ahmad Ali

as his successor, but on the 19th of *Rajab*, 1221 *Fasli*, Mir Ahmad Ali Khan died. After the death of Mir Ahmad Ali Khan, the petitioners for a short time carried on business along with his (Mir Ahmad Ali Khan's) wife. Due to the machinations of selfish people she (the wife of Mir Ahmad Ali Khan deceased) became hostile to the petitioner and showed inclination towards Akbar Husain and Ata Husain, her relations. Later on she again became inclined towards the petitioner. She, after the death of Mir Ahmad Ali Khan always regarded the petitioner as her heir apparent and successor and felicitations to this effect were also sent to the *raiyats*, and this fact is known to all her relations and to people in the neigbhourhood. Akbar Husain and Ata Husain interfere in the administration of the *ta'aluqa* and issue deeds of acceptance under their seals and have completely ousted the petitioner and the wife of Mir Ahmad Ali. All persons who are aware of this fact are requested to append their signatures to the document (**1265**).

PARWANA 25-9-1612.

Madad-i-Ma'ash.

Saiyad Ziauddin was granted 67 bighas, 16 biswas of land as *madad-i-ma'ash* during the reign of *Arsh Ashyani* (Jahangir) in villages Manban Hari and Shahuda, pargana Haveli Bahraich. On the basis of former documents the grantee is entitled to be in possession of the land. Therefore, the *Mutsaddis* are hereby directed that the possession of the land be delivered to the grantee and he should be exempted from all cesses—*mal-wajihat*, expenses, and taxes realised by the Civil Departments. The grantee is entitled to appropriate the proceeds from the land. The details of the land granted as *madad-i-ma'ash* to Saiyad Ziauddin during the reign of Jahangir are also given. Three seals are affixed thereon (**1177—1, 2**).

PARWANA 1629 A. D.

Parwana regarding the renewal of *madad-i-ma'ash* grant issued in favour of Bibi Jauhar Jahan. Originally Bibi Jauhar Jahan was granted 200 bighas of land as *madad i-ma'ash* in village Kirath. The renewal of 190 bighas of land was permitted by the Emperor out of the original grant of 200 bighas. The said village was situated in the *Jagir* of Nawab Mirza ,Ali Jiu and on behalf of the Nawab it was given to Shah Beg, Salar Beg, Muhammad Qasim and Safar Ali in lieu of their salaries (**789**).

PARWANA 1039 A. H. (1629 A. D.)

Mutsaddis of pargana Selak in the province of Oudh are hereby informed that 200 bighas of land were granted to Saiyad Masud as *madad-i-ma'ash.* Saiyad Yahya and others, the heirs of Saiyad Masud have applied for the renewal of the grant and have produced reliable witnesses that they are in possession of the land and have no other means of livelihood. Therefore, the grant is renewed and they are exempted from *Jagir* and *Karori* cesses. The *parwana* is issued under the seal of Abdul Shakoor, the *Sadr.* The share of each heir is also mentioned. The document also bears a seal (**863—1, 2**).

PARWANA 1657 A. D.

Renewal of *Madad-i-Ma'ash* Grant.

Parwana regarding the renewal of the *madad-i-ma'ash* grant issued in favour of Mir Saiyad Ahmad. Mir Saiyad Ahmad was granted 534 bighas, 8 biswas of land in village and pargana Mubarakpur, Sarkar Bahraich. The *Mutsaddis* of the said Sarkar are informed that the grant has been renewed. Three seals are affixed thereon (**792**).

PARWANA 1660 A. D.

Parwana issued to Dost Muhammad by Alah Dad Khan. It has been reported by Farid, the attorney of Musammat Bibi Lazyan, wife of Saiyad Alauddin deceased, and Saiyad Abdur Rasul and others, sons of Musammat Bibi Fatima, wife of Saiyad Muhammad Raza that villages Fatehpur, Bahrampur, Rathannda and Muzaffarabad, pargana Hasampur, are the property of the plaintiffs and Saiyad Usman has occupied all the aforesaid villages by force. The servants of aforesaid Saiyad Usman interfere in matters relating to the *raiyats* of the aforesaid villages and there is no stability ; and the *raiyats* are not in a position to pay the revenue. Sardar Khan who has jurisdiction over the area should see to it that the possession of the aforesaid villages is delivered to Musammat Bibi Lazyan and to the sons of the aforesaid Fatima. The document also bears a seal (**810**).

PARWANA 1662 A. D.

Madad-i-ma'ash.

Gumashtas of Jagirdars and *Karoris* of pargana Selak, Sarkar Bahraich in the province of Oudh are hereby informed that 200 bighas of land were granted to Saiyad Masud as *madad-i-ma'ash* in the said pargana. After the death of Saiyad Masud, his heirs Saiyad Shukrullah and others have applied for the renewal of the grant and have produced reliable witnesses in support of their claim that they are in possession of the land and have no other means of livelihood. The grant is renewed and the grantees are exempted from such cesses as *Jagir* and *Karor* and are entitled to realize the revenue from the aforesaid land and utilise the same. The document also contains the names of the heirs of the late Saiyad Masud and the share of each heir. The seal of Abdul Nabi is affixed thereon (**851—1, 2**).

PARWANA 1672 A. D.

The petitioners have reported through the *Mutsaddis* that Wali Muhammad Qazi has illegally occupied 120 bighas of *Zamindari* land which were granted to the petitioners as *madad-i-ma'ash* in village Kapurpur, pargana Hasampur, Sarkar Bahraich and has collected Rs. 300 from the cultivators by force. Out of the aforesaid amount he has paid Rs. 50 only to the *gumashta* of Muhammad Beg Khan, the ex-Jagirdar of the aforesaid pargana. Further, he has also occupied 5,375 bighas of land in the said village inspite of the fact that he had been granted 750 bighas of land. Saiyad Ahmad Mahfooz is directed that the Qazi be ejected from the land. Saiyad Ahmad Mahfooz is further directed that the land of the petitioners which was granted to them as *madad-i-ma'ash* be restored to them forthwith (782).

PARWANA 20-4-1676.

Parwana issued by Nawab Namdar Khān

The present and future *Mutsaddis* of pargana Selak and Hasampur in Oudh province should know that according to the statements of realiable witnesses attested by Qazi Tuaha, the former Qazi of the city of Oudh and Qazi Wali Muhammad, the former Qazi of pargana Selak and on the basis of other documents, it has been proved that 5/6 part of the villages of Selak, pargana Selak, Karamullapur, pargana Hasampur, the land for residential purposes and the *madad-i-ma'ash* land in village Kantur, pargana Selak and culturable *Khalsa* land towards village Kantur is the hereditary property of Mir Saiyad Ahmad, heir of Mir Saiyad Sadar Jahan and Mir Saiyad Makhdom Alam ; Saiyad Muhammad Arif, heir of Bibi Shaha ; and Saiyad Ghiyasuddin, heir of Saiyad Mubariz. Saiyad Jafar, the foster-brother of Musammat Shaha, is a relation of Wali Muhammad, the Qazi of the aforesaid pargana ; and

with the help of the aforesaid Qazi, he has illegally occupied all the said land and villages. Therefore, Saiyad Jafar should be ejected and the possession of the aforesaid villages and land be delivered to Mir Saiyad Ahmad, Saiyad Muhammad Arif and Saiyad Muhammad Ghiyasuddin. Jafar and aforesaid Qazi (Wali Muhammad) should be restrained from interfering with the possession of the aforesaid legal owners. A seal is affixed at the top of the document (**1201**).

PARWANA 19-4-1676.

Parwana issued by Nawab Namdar Khan to Daulat Khan. Saiyad Muhammad Arif and Saiyad Ghiyasuddin have stated that village Kantura, pargana Fakhrpur is the hereditary property of the petitioners. The petitioners possess a number of documents in support of their claim. 250 bighas of land have been granted to Wali Muhammad, the Qazi of the aforesaid pargana, in the above mentioned village as *madad-i-ma'ash*.

The aforesaid Qazi and his father Muhammad Sharif have occupied 1,000 bighas of land in the above mentioned village and refuse to handover the holdings of the aforesaid Saiyads to them. Daulat Khan is hereby directed that the village should be measured and 250 bighas of land be consolidated and handedover to the aforesaid Qazi and he should pay the due share of the aforesaid Saiyads with retrospective effect. Daulat Khan is further directed to eject Qazi Wali Muhammad and his father from the land which they have illegally occupied and it should be handed over to the aforesaid Saiyads (Muhammad Arif and Ghiyasuddin). A seal is affixed at the top of the document (**1203**).

PARWANA 7-6-1677.

True Copy

Parwana issued by Nawab Namdar Khan Jiu to Shaikh Muhammad Husain.

Shaikh Muhammad Husain should know that the *ta'aluqa* of Saiyad Ahmad is exempted from *Rahdari* and there has been no hindrance on the part of the Jagirdars in the collection of *Sadrana.* Shaikh Muhammad Husain is hereby directed not to interfere in the realisation of *Rahdari* on the pretext of collecting *Sadrana* because that amounts to an innovation. The seal of the certifying authority is affixed at the top of the document (1204).

PARWANA 25-11-1679.

Muhammad Sadiq *Karori* of Pargana Alahpur, Sarkar Khairabad should know that 680 bighas of land in the aforesaid pargana was granted to Shaikh Abdul Faiz as *madad-i-ma'ash.* It has been reported by some people that due to the activities of mischief-mongers, the aforesaid grantee is not getting any thing from the land. Muhammad Sadiq is hereby directed that the aforesaid land be included in the *Khalsa* and the grantee be given some other culturable land in the aforesaid pargana (1212).

PARWANA 1685 A. D.

Shiyam Das Qanungo is hereby directed that on the basis of reliable *sanads* it has been proved conclusively that according to a partition deed 1/3 part of village Mustafabad, pargana Hasampur is owned by Mir Saiyad Taj Mahmud and Saiyad Abdul Rasul and is in possession of them. Sarbuland Khan had murdered a servant of the aforesaid Taj Mahmud without any fault of his. On the

basis of the petition of Saiyad Mahmud a *parwana* was issued to Khuda Dad Khan, the suspended *Amil* of the aforesaid pargana (on account of the aforesaid incident). Khuda Dad Khan demolished the fort built by Saiyad Taj Mahmud and laid waste grain and crops etc. Shiyam Das is hereby directed to see that the usurper is ejected and the possession of the fort is delivered to the aforesaid Saiyad and he (Taj Mahmud) be compensated for the loss suffered by him. A seal is affixed at the top of the document (786).

PARWANA 1691 A. D.

Renewal of *Madad-i-ma'ash* land.

The Jagirdars and *Karoris* of pargana Sadarpur, Sarkar Khairabad are hereby informed that Bibi Kaneez and others were granted 80 bighas of land as *madad-i-ma'ash* in the aforesaid pargana. Bibi Kaneez has applied through her vakil for the renewal of the grant and has produced reliable witnesses in support of her claim that she is in possession of the land and has no other means of livelihood except this land, therefore, the grant is renewed and the land is exempted from *Jagir* and *Karori* cesses. The document also mentions the share of each grantee. The seal of an officer of Alamgir is affixed thereon and on the seal the following words are inscribed حسب المسطور عمل نمایند (act as directed above (815—1, 2).

PARWANA 1701 A. D.

The Officer concerned is directed to ask Raja Tai Singh, Zamindar of Bhuli to release all the cattle which he has captured from village Badura, pargana Hasampur which is the *ta'aluqa* of Saiyad Ali Naqi. The seal of an Officer of Alamgir is affixed at the top of the document (811—1, 2).

PARWANA 1704 A. D.

Gumashtas of Jagirdars of pargana Sadarpur, Sarkar Khairabad are hereby informed that 200 bighas of land were granted to Bibi Saleh and others as *madad-i-ma'ash* according to the *Farman* of Shah Jahan. The aforesaid grantees have produced reliable witnesses in support of their claim that they are in possession of the land and have no other means of livelihood. Therefore, the grant is renewed and the grantees are entitled to utilize the proceeds of the land and are exempted from *Jagir* and *Karori* cesses.

The document bears a seal of an official of Alamgir Badshah and over the seal the order is written which reads like this حسب المسطور عمل نمایند (act as directed above). The share of each grantee is also mentioned (816—1, 2).

PARWANA 1704 A. D.

Mutsaddis of pargana Hasampur, Sarkar Bahraich are hereby informed that 795 bighas, 3 biswas of land were granted to Saiyad Nasir and others as *madad-i-ma'ash.* Saiyad Bashir and others, the heirs of late Saiyad Nasir and others have applied for the renewal of the grant and have produced reliable witnesses in support of their claim that they are in possession of the land and have no other means of livelihood. Therefore, the grant is renewed and the petitioners are entitled to appropriate the proceeds from the land. The document also mentions the share of each heir.

The seal of an officer of Alamgir is affixed on the document (173—1, 2).

PARWANA 3rd R. Y. (Farrukh Siyar).

The *Hakims*, *Amils*, *Mutsaddis*, Jagirdars, and *Karoris* of present and future in Sarkar Khairabad in the province of Oudh are hereby directed that Saroman Das and his

sons have been granted a piece of land as *Inam* in the aforesaid Sarkar. The grantees have been exempted from *Begar, Khana Shumari, Sar Darakhti and Zer Darakhti.* Except these cesses they are liable to pay all other cesses. They (the officials) are further directed that they should summon the grantees every year for the renewal of the grant. Tow seals are affixed thereon (221—1, 2, 3).

PARWANA 3 R. Y. (Shah Alam)

It has been reported by the Vakil of Saiyad Jafar, son of Saiyad Ashraf Ali that *Jagir* worth 460280 *dams* per annum has been granted to his client in lieu of his salary pargana Fakhrpur in the province of Oudh. The *Jagir* worth 48500 *dams* in villages Harharpur and Ranipur was taken away from Shaikh Ghulam Mustafa and given to Saiyad Jafar. The *Gumashta* of Ihtasham Khan, Jagirdar of the said pargana has realized the aforesaid amount by force and has not deposited it in the treasury. The *parwana* is issued under the seal of Inayat Ullah Khan, *Naib Wazir* to Govind Das directing him to ask the *Gumashta* of Ihtasham Khan not to interfere in the realization of the revenue of the said villages and the money which has already been realized by him should be credited in the account of Ihtasham Khan. The document also bears a seal (865—1, 2)).

PARWANA 20-9-1724.

Parwana issued under the seal of Mir Jumla Muazzam Khan, Khan-i-Khanan Muzaffar Jang stating that the *Gumashtas* of the Jagirdars and all the residents of Sarkar Bahraich in the province of Oudh should note that according to the royal command, Mir Muhammad Arif has been appointed as *Sadr* in the vacancy caused by the transfer of Saiyad Karamat Ali. He (Mir Muhammad Arif) should

perform the duties and the functions of the office and should not neglect the ·details. He should enquire about the dead persons and absconders and investigate cases of misappropriation and fraud committed by persons granted *wazifas*. He should inquire about the land owned by the deceased and absconders and the land which has been misappropriated or acquired by fraud should be confiscated. He should verify the claims of heirs of the deceased who are living and residing there according to the royal *Dasturul Amal* (Regulation) promulgated in respect of the grantee of the *madad-i-ma'ash* land. He should prepare verified statement with necessary corrections and despatch the same to the Royal Court. The residents of the aforesaid Sarkar should note that the orders of the aforesaid *Sadr* relating to the discharge of the duties and functions attached to the office are binding. The Saiyads, Shaikhs, *Muftis*, Qazis and all the Musalmans should get their *sanads* duly verified by the aforesaid Mir Muhammad Arif and take the possession of their *madad-i-ma'ash* land. The order should be treated as binding and should be carried out as directed above. The seal of *Qazi-ul-Quzzat* is affixed at the top of the document (**1239**).

PARWANA 10 R. Y. (Shah Alam).

It has been reported by the *Gumashta* of Mir Ali Naqi, Zamindar of villlage Bharapur that in village Bhungri, pargana Selak which is the hideout of the rebels, *Thanas* (out posts) can not be established out side the fort. The *Mutsaddis* of pargana Hasampur are hereby directed that according to the terms of the perpetual lease (پٹہ استمراری) separate entry in the revenue papers should be made regarding the aforesaid village and the document be handed over to the *Gumashta* of Mir Ali Naqi. The seal of Shah Alam is affixed at the top of the document (**818**).

PARWANA 5-3-1792.

Chaudharis, Qanungos, and cultivators of pargana Takiya are hereby informed that Mirza Muhammad Sadiq son of Mir Mahdi Hasan has been appointed *Chakladar* of the aforesaid pargana. The aforesaid *Chakladar* is also directed that he should keep the *raiyats* satisfied by his conduct and should try to increase cultivation so that the revenue may be realized, easily. The seal of Husain Ali Khan Bahadur is affixed at the top of the document (**1248**).

PARWANA 28-1-1829.

Parwana issued under the seal and signature of Wilayat Ali Khan, *Chakladar* of Gonda and Bahraich to Saiyad Muzaffar Husain, the zamindar of the *Ilaqa* and to the Qazi of Hasampur. The *parwana* states that the crop has been destroyed and the revenue has not been realized. A settlement of the *mahal* of Hasampur would be made after making an inquiry from village to village and the loss would be adjusted. The seal of the Qazi is affixed at the top of the document (**1269**).

PARWANA 3-1-1839.

Mir Ziauddin, Tahsildar is hereby informed that Muhammad Aziz cannot be produced before him at present but will be produced after three or four days. A seal is affixed at the top of the document (**1273**).

PARWANA 7-12-1843.

Chaudharis, Qanungos, Zamindars, Malguzars and the *raiyat* are hereby informed that Shaikh Husain Bakhsh has been appointed *Chakladar* of the *mahals* and they should cooperate with him and should be grateful for his

achievements and should criticise him for his shortcomings. The *Chakladar* is directed that he should govern the *mahals* efficiently. He should try to increase the cultivation and should see to it that not a single bigha and even a single biswa of culturable land remains uncultivated and the Tahsildars of every *mahals* be also directed to try to increase the cultivation. The *Chakladar* is further directed that he should govern the *mahals* according to the procedure mentioned below. He should govern the *mahals* so efficiently that the robbers have no opportunity of plundering the area. A seal is affixed at the top of the document (**1275**).

CHAKNAMA 1633 A. D.

Chaknama of the holdings of Saiyad Masud granted to him as *madad-i-ma'ash*. The work of consolidation was carried on under the supervision of Muhammad Khan *Shaqdar*, Shaikh Muhammad Mustafa, the Chaudharis and the Qanungos of the place. The document contains five seals of different officers (**869**).

CHAKNAMA 1-10-1636.

Chaknama regarding 30 bighas of land granted to Shaikh Muzaffar and others as *madad-i-ma'ash*. The work of consolidation was carried on under the supervision of Bhagwan Das *Karkun*. The holdings were consolidated and the possession was delivered to the grantee. Two seals are affixed thereon (**1178**).

CHAKNAMA 1637 A. D.

Chaknama regarding 200 bighas of land out of the four hundred bighas which were granted to Shaikh Fath Ullah as *madad-i-ma'ash* in pargana Sadarpur, Sarkar Khairabad. The work of consolidation was carried on by

Aghurlu Beg *Gumashta* with the consent of the Chaudharis and the Qanungos of village Shaikhupur. The boundaries of the said piece of land were demarcated and the deed was handed over to the grantee (**870**).

CHAKNAMA 15-5-1638.

Chaknama regarding 400 bighas of *banjar* land granted to Saiyad Yaqub as *madad-i-ma'ash* in pargana Haveli Khairabad. The work of consolidation was carried on by Bethaldas *Shaqdar* and Bhupat Rai *Karkun* with the consent of the Qanungos and Chaudharis. The holdings were consolidated, boundaries were demarcated and the possession was delivered to the grantee. Three seals are affixed thereon (**1179**).

CHAKNAMA 1650 A. D.

Chaknama regarding 290 bighas of land granted to Shaikh Qutb and others in the vicinity of pargana Khairabad. In village Burath, 290 bighas of land were measured and consolidated and the possession was given to the grantee. It was reported to Bhay Singh Das *Shaqdar* and Bhupat Rai *Karkun* that the peasants of the said village did not behave well, therefore the aforesaid village was resumed into the *Khalsa*. Qazi Abdul Sami was ordered that in lieu of the aforesaid grant, the land should be granted in village Gobindpur. Qazi Abdul Sami along with Qazi Muhammad Mutwalli, Jagjiwan Das Qanungo, Shaikh Bahadur and Shaikh Millan *muqaddams* completed the work of consolidation and the possession was given to the grantee. Boundaries of the *chaks* are given. The document bears six signatures in Hindi script. Six seals are affixed thereon (**873**).

CHAKNAMA 1-6-1653.

Chaknama of 100 bighas of land granted to Bibi Fatima as *madad-i-ma'ash* in pargana Fakhrpur, Sarkar Bahraich. The work of consolidation was carried on by Khwaja Kishan Das *Karkun* with the consent of the Qanungo and the *Munsif* according to the orders of Nawab Shah Nawaz Khan Jiu. The document bears three seal impressions and two signatures in Hindi (**1184**).

CHAKNAMA 1653.

Chaknama regarding the consolidation of 100 bighas of land which were granted to Bibi Jiu and others in village Sohu Barka, pargana and Sarkar Bahraich. The aforesaid village was in the *Jagir* of Nawab Shah Nawaz Khan Jiu. The work of consolidation was carried on by Rai Tula Ram *Gumashta* and Qasim and other surveyors under the supervision of Muhammad Yusuf *Shakdar*, Saiyad Muhammad *Munsif*, and Narain Das writer. The document also bears the seal of the *Shaqdar*. The boundaries of the *chak* are also given (**874**).

CHAKNAMA 1658 A. D.

Chaknama regarding 400 bighas of land which were granted to Shaikh Firuz and others as *madad-i-ma'ash* in Sarkar Khairabad. The work of consolidation was carried on by the *Gumashtas* and *Karkuns*; the boundaries of the land were demarcated and the deed was handed over to the grantee (**876**).

CHAKNAMA 1662 A. D.

Chaknama regarding 200 bighas of *banjar* land granted to Shaikh Hisamuddin as *madad-i-ma'ash* in pargana Sadarpur, Sarkar Khairabad. The work of consoli-

dation was carried on by the servants and subordinates under the guidance of Khwaja Durga Das *Shaqdar* and Raja Ram *Karori* and the possession was delivered to the grantee. The boundaries of the *chak* are also given. The document also bears two signatures in Hindi. The seals are affixed thereon (**877**).

CHAKNAMA 1664 A. D.

Chaknama regarding 158 bighas, 12 biswas of land granted to Saiyad Jamaluddin and other heirs of the late Saiyad Muhammad as *madad-i-ma'ash* in village Mathiari, Mubarikpur and in the vicinity of *Qasba* Bahraich, pargana Bahraich. According to the orders of Sher·Khan Amin and Shiyam Das, *Shakdar* and *Karkun,* the work of consolidation was carried on by Shiv Das the Qanungo and other surveyors and the boundaries were demarcated. The document bears two seals (**878**).

CHAKNAMA 13-3-1667

Five hundred bighas of land were granted to Shaikh Izzat Ullah and others as *madad-i-ma'ash* in village Korhia Khurd, Patta Haveli, pargana Lucknow. The former officials consolidated the holdings and the possession was given to the grantees and they were allowed to appropriate the revenue of it. But the grantees could not carry on well with the *raiyat* and they requested Shaikh Danyal, the *Gumashta* of Mirza Jan Beg that they want to relinquish the aforesaid holdings and in lieu of that some other land may be granted to them. Out of kindness Shaikh Danyal included the aforesaid holding in the *Khalsa* and in lieu of it 604 bighas of culturable land including habitations, gardens, wells and tanks in village Birha, Patta Dilarmau, pargana Lucknow were granted to Shaikh Izzat Ullah and others and with the consent of the

Chaudharis and Qanungos, the area was consolidated and possession was delivered to the grantees and they were allowed to appropriate the revenue of it.

The document also contains the details of the *Chak*. The seal of certifying authority is affixed at the top of the document (1190—1, 2).

CHAKNAMA 1677 A. D.

Chaknama regarding 78 bighas of land granted to Bibi Amna in village Khatta. The work of consolidation was carried on by Fath Chand, *Shaqdar* with the consent of the *Gumashtas* of Nawab Namdar Beg. The boundaries of the land were demarcated and the possession was given to the grantee with effect from the beginning of *Kharif*, 1085 *Fasli*. The document bears a seal and the boundaries of the *chak* are also mentioned (879).

CHAKNAMA 1680 A. D.

Chaknama regarding 100 bighas of *banjar* land granted to Bibi Ahran and others according to the *farman* of Emperor Shah Jahan in pargana Majarpur, Sarkar Bahraich. The work of consolidation was carried on by the Chaudharis, Qanungos, servants and subordinates under the supervision of Miyan Muhammad Khan Amin, Rustam Khan *Shaqdar*, Khwaja Kali Ram *Karkun* and Khwaja Pars Ram *Munsif*. The boundaries of the *chak* are also given. The document bears two signatures in Hindi and two seal impressions (880).

CHAKNAMA 1680 A. D.

Chaknama regarding 200 bighas of land granted to Bibi Niamat and others as *madad-i-ma'ash* in pargana Laswa, Sarkar Khairabad. The holdings were consoli-

dated, boundaries demarcated and the possession was delivered to the grantees. Five seals are affixed thereon. The document also bears two signatures in Hindi script (881).

CHAKNAMA

Chaknama regarding 400 bighas of *banjar* land granted to Shaikh Muhammad Yaqub as *madad-i-ma'ash* in pargana Khairabad. The aforesaid grant was made during the regin of Shah Jahan. The work of consolidation was carried on by Pethaldas *Shaqdar*, and Bhupat Rai *Karkun* with the consent of Qazi Muhammad Mustafa, Donger Das and Ant Das, Qanungos, and *Chaudharis* and *Muqaddams*. The boundaries of the *chak* were demarcated and the possession was given to the servants of the grantee. The document bears six signatures in Hindi and the boundaries of the land are also mentioned. Three seals are affixed to the document (882).

DEED OF ACQUITTANCE 1639 A. D.

The deponent admits before the competent court that he has realized his debt from the debtor. If any suit regarding the recovery of the said debt is filed later against the debtor, it would be null and void. Two seals, one of the officer concerned and the other of the creditor are affixed thereon. The document also contains the signatures of the debtor and the creditor in Hindi script (883).

DEED OF ACQUITTANCE 3-10-1768 A. D.

Neknam Khan, Muhammad Ali Beg and Mirza Abdullah Beg state that village Pannahari was owned by Mir Mahdi Hasan and it was mortgaged with Ghulam

Husain for Rs. 101. They further state that they have realized the aforesaid amount and have returned the pronote to Mir Mahdi Hasan and the village has been redeemed. They declare that henceforth they have no claim against Mahdi Hasan in respect of the aforesaid sum. Therefore, these few sentences have been written as *Farigh Khati* so that it may operate as a conclusive proof for future transactions (**1246**).

DEED OF ACQUITTANCE 1672 A. D.

Deed of acquittance executed by Murtaza Khan and Darya Khan in favour of Mir Saiyad Muhammad Arif. Murtaza Khan and Darya Khan had a *Jagir* worth 1,32,600 *Dams* in pargana Hasampur, Sarkar Bahraich. Mir Saiyad Muhammad Arif was appointed leaseholder (اجارہ داری) of the said *Jagir* with effect from *Kharif*, 1079 *Fasli* and Rs. 374/13/- were due from him in respect of the lease.

Darya Khan and Murtaza Khan admit that they have realized the said amount from Mir Muhammad Arif and have no claim against him. Two seals are affixed thereon : one of Murtaza Khan and the other of Darya Khan. The document also contains the signatures of a witness, named Shaikh Qutb (**887**).

DEED OF ACQUITTANCE 1673 A. D.

Darwesh Beg, *Mansabdar* states that he has a *Jagir* in partnership with Allahadad Khan and Muhammad Zaman in pargana Hasampur, Sarkar Bahraich. The annual income from the revenue of the *Jagir* is 1,70,000 *Dams*. The *Jagir* has been leased out to Mir Saiyad Muhammad Arif with effect from the beginning of *Kharif*, 1080 *Fasli*. He further states that he has realized the amount which was due in respect of *Kharif*, 1080 *Fasli* from the lease holder and has no further claim against him. The document contains a seal and the signature of Darwesh Beg (**889--1, 2**).

DEED OF ACQUITTANCE 12-6-1792.

Shahamat Ali, Azmat Ullah, Ghulam Ali and Mirza Muhammad Ali Beg state that they have realised their salaries in full from Mir Mahdi Hasan Sahib. They further declare that if in future any suit is filed against the aforesaid Mir Sahib in respect of the above mentioned claim, it would be false and inadmissible. Therefore, these few sentences have been written as *Farigh Khati*, so that it may operate as a conclusive proof for further transactions. Two seals are affixed thereon. The document also contains the signatures of Ghulam Ali and others (**1245**).

DEED OF ACQUITTANCE 11-1-1795.

The deponent states that village Sani Salwan was granted to Mir Mahdi Hasan Sahib as *Mu'afi*, and the deponent has taken the aforesaid village on *Ijara* with the consent of Sakwant Rai Qanungo, and Rs. 300 have been given to Mir Mahdi Hasan in advance. The deponent voluntarily did not take possession of the village. The deponent affirms that he has realised the aforesaid sum with interest from Mir Mahdi Hasan. The pronote executed by Mir Mahdi Hasan in favour of the deponent has been lost. Therefore, these few sentences have been written as *Farigh Khati* and handed over to Mir Mahdi Hasan as *sanad*. A seal is affixed at the top of the document (**1255**).

DEED OF ACQUITTANCE 25-12-1797.

Mir Fath Ali had appropriated one hundred and twenty rupees out of the *tahsil* of Mir Mahdi Hasan. Now Mir Fath Ali has paid the aforesaid amount and nothing is due from him. Therefore, these few sentences have been written as *Farigh Khati* and the receipt has been handed over to him as *sanad* (**1258**).

SALE DEED 21-1-1643.

Saiyad Mubariz, son of Saiyad Hamid and Saiyad Makhdoom Alam, son of Saiyad Muhammad, while in full possession of their senses, deposed in accordance with the law that the village Katurwah, (with the given boundaries) in pargana Katurwah, Sarkar Bahraich, together with the cultivable land, land for residential purposes, tanks and gardens was owned by the deponents in proprietary rights; that they sold and transferred without any condition the said village together with all the proprietary rights in cultivable land, land for residential purposes, tanks and gardens, to Lal Jiu, son of Moharai Jiu, for a sum of rupees two hundred only and had received and were in possession of the said amount in full, that the sale was legally genuine, valid and binding and it contained no such conditions which might invalidate the sale.

The transfer had duly taken place between the parties concerned before the meeting (arranged for the purpose) was adjourned. The said deponents also undertook the account for any claim, if and when, made by any of their brothers or coparceners. In case they failed to meet the claim, they would conciliate the claimant by handing over to him some other land and that the sale deed of the said village, together with all the proprietary rights in cultivable land, land for residential purposes, tanks and gardens, would be valid in favour of the purchaser (**1180**).

SALE DEED 9-1-1672.

Sale deed of village Anbhapur, pargana Hasampur, Sarkar Bahraich including cultivable land and land for residential purposes, wells, gardens and trees along with all the *dakheli* rights but excluding the area under Gopal's cultivation, for Rs. 195 executed by Ram Chand, Labwali, Laberan, son of Paharhi, Jadaun, son of Darakhmal,

Panchi and Khemkarau, sons of Gobind, in favour of Mir Saiyad Ahmad, son of Mir Saiyad Ziauddin. The vendors declare that they are the sole owners of the aforesaid village and have executed the sale deed while in full possession of their senses, voluntarily and without coercion. The boundaries of the aforesaid village are also given. The vendors declare that the deed is a genuine one and is free from fraud and deceit (anything which might invalidate the transaction). Two signatures in Hindi are appended to the document (**1194**).

SALE DEED 20-1-1676.

Sale deed of village Lahukar Shahid, pargana Sadarpur, with all proprietary rights except graves and mosques executed by Rahmat Ullah, son of Riza Ullah in favour of Shaikh Ghulam Muhammad, son of Shaikh Ishaq, *alias* Miyan Nathu, resident of the said pargana. The vendor declares that he is the sole owner of the village and the sale deed which he has executed is a genuine one and is free from deceit. The document also contains three seals and two signatures in Hindi script. Four signatures of witnesses in Persian script are also affixed on the margin of the document. The boundaries of the said village are also given (**1199**).

SALE DEED 14-3-1653.

Sale deed of village Bhela, pargana Sadarpur, Sarkar Khairabad in the province of Oudh for Rs. 203 executed by Lala Dukashi in favour of Shaikh Yaqub, son of Shaikh Abdul Munim, resident of Sadarpur. The vendor declares that he is the sole owner of the village and is in exclusive possession of it and no one has any share in it. He affirms that the deed is a genuine one and has been executed by him while in full possession of his senses, voluntarily and without coercion. The boundaries of the

aforesaid village are also given. A seal is affixed thereon. The document also bears the signatures of Asmat Ullah, the witness (**1182**).

SALE DEED 1677 A. D.

Sale deed executed by Dund Sahi, son of Ram Sahi, caste Khattri, in favour of Mir Saiyad Muhammad Arif. The vendor states that he is the legal owner of village Auchapur and is in exclusive possession of it. He further states that he has sold half of the village to Muhammad Arif for Rs. 70. The vendor declares that he has transferred all the proprietary rights which he has in the aforesaid property, together with all the income accruing from it and dependencies such as residential houses, gardens, trees, tanks and wells to the buyer. The boundaries of the aforesaid village are also given. Seven seals are affixed thereon. The document also bears the signatures of several witnesses (**1189**).

SALE DEED 21-11-1672.

True Copy

Sale deed of 1/3rd part of the village of Pansajat, pargana Hasampur, Sarkar Bahraich for Rs. 405 executed by Dasi and Lachhman, sons of Sanbha, in favour of Mir Saiyad Ahmad, son of Saiyad Ziauddin, resident of Bahraich city. The vendors state that they are the sole owners of 1/3rd part of the aforesaid village and are in possession of it. They further state that they have transferred all the proprietary and *zemindary* rights which they have in it, along with all the income accruing from it and dependencies such as residential houses, gardens, trees and wells to the buyer. The vendors declare that the deed is a genuine and valid one. The boundaries of the aforesain 1/3rd part of the village are also given. Two seals of the certifying authorities are affixed thereon. The document also bears the signatures of ten witnesses (**1196**).

SALE DEED 1663.

Sale deed of a village including mosques and graves in pargana Fatehpur for Rs. 575 executed by Bhagwan Das, son of Dalchand, resident of village Harbanspur, pargana Sohali, in favour of..................son of Shaikh Fath Ullah, resident of pargana Fatehpur. The vendor affirms that he is the absolute owner of the said village and has executed the deed while in full possession of his senses, voluntarily and without coercion. The document bears 13 seal impressions and 18 signatures of witnesses (**1188**).

SALE DEED 14-3-1653.

Sale deed of the tanks, trees etc. and the proprietary rights in village Kothila, pargana Sadarpur, Sarkar Khairabad, along with the perquisites of *muqaddami* of the said village for Rs. 220 executed by Saen, son of Tula Ram in favour of Shaikh Yaqub, son of Shaikh Abul Munim. The vendor affirms that he has executed the deed while in full possession of his senses, voluntarily and without coercion. The vendor affirms that he has received the aforesaid amount from the buyer in the presence of Qazis and *Muftis* and the possession of the aforesaid village has been delivered to the buyer. He further states that if on his behalf a suit is filed against the buyer in future, it would be false and frivolous. Ten signatures in Hindi are affixed on the margin of the document. The document also bears a seal impression (**1183**).

SALE DEED 22-11-1681.

Sale deed of 1/3rd part of village Debidaspur, Pargana Hasampur for Rs. 54 executed by Musammat Shaubha Nau, daughter of Lal Shahi through her Vakil Tara Chand, son of Maha Nand in favour of Mir Saiyad Muhammad Arif, son of Mir Saiyad Ziauddin, resident of

Bahraich city. The vendor further states that she has transferred all the proprietary, *zemindari*, intrinsic (*dakhili*) and extrinsic (*khariji*), rights which she has in the aforesaid 1/3rd part of the village, along with all the income accruing from it and dependencies such as residential houses, gardens, trees, tanks and wells, to the buyer. The vendor declares that the sale deed is a valid one and if in future any suit is filed against the buyer in respect of the aforesaid property, it would be false and inadmissible. The boundaries of the aforesaid 1/3rd part of the village are also given. Six seals are affixed thereon. The document also bears six signatures of witnesses (1216).

SALE DEED 31-5-1687.

Sale deed of half of the village of Bedauri, patta Chaurasi, pargana Hasampur, Sarkar Bahraich for Rs. 31 executed by Diya Ram, son of Kaidhi in favour of Mir Saiyad Muhammad Arif. The vendor declares that he has executed the deed while in full possession of his senses, voluntarily and without coercion and the document is free from deceit. The vendor further declares that he is the sole owner of the aforesaid vlllage and is in possession of it and has transferred all the proprietary, *zemindari*, intrinsic (*dakhili*) and extrinsic (*khariji*) rights which he has in the half of the aforesaid village along with all the income accruing from it and dependencies, such as residential houses, gardens, trees, tanks and wells to the buyer. The signature of Saiyad Badli, the witnesses, are affixed on the margin of the document (**1219**).

SALE DEED 10-4-1688.

Sale deed of 1/3rd portion of the 1/3rd part of village Pansajats, pargana Hasampur, Sarkar Bahraich for Rs. 127 executed by Kunti and Loki, sons of Kalyan in favour of

Saiyad Muhammad Arif, son of Mir Saiyad Ahmad, resident of Bahraich city. The vendors state that they are the sole owners of 1/3rd portion of the aforesaid village and are in possession of it and they have sold 1/3rd portion of the aforesaid 1/3rd part to Saiyad Muhammad Arif with all the proprietary, *zemindari*, intrinsic (*dakhili*) and extrinisc (*khariji*) rights which they have in it along with all the income accruing from it and dependencies, such as residential houses, gardens, trees, tanks and wells. The boundaries of the portion sold are also given. A seal is affixed at the bottom of the document. The impressions of eight seals are also given. The document also bears eighteen signatures of witnesses (**1222**).

SALE DEED 19-5-1688.

Sale deed of 1/6th portion of 1/3rd part of village Pansajit, pargana Hasampur, Sarkar Bahraich for Rs. 57 executed by Narain and Puran, sons of Chattari in favour of Mir Saiyad Muhammad Arif, son of Mir Saiyad Ahmad, resident of Bahraich city. The vendors declare that they are the sole owners of 1/3rd portion of said village and they are in possession of it; and they have sold 1/6th portion of the aforesaid 1/3rd part of the village along with all the proprietary, *zemindari*, intrinsic (*dakhili*) and extrinsic (*khariji*) rights which they have in it together with all the income accruing from it and dependencies, such as residential houses, gardens, trees, tanks and wells. The boundaries of the aforesaid 1/6th portion are also given. The document bears ten signatures of witnesses. Five seals are affixed on the margin of the document (**1221**).

SALE DEED 15-12-1695.

Sale deed of village Barakuan, pargana Haveli Bahraich, Sarkar Bahraich for Rs. 45 executed by Raja Tarbhun Singh, son of Raja Partab Narain, Zamindar of

Raja Bhanga, pargana Haveli Bahraich in favour of Muhabbat Khan and Hilal Khan, sons of Jahan Khan. The vendor states that he is the sole owner of the aforesaid village and is in possession of it and has executed the deed voluntarily and the deed is a genuine and valid one. He further states that he has transferred all the proprietary, *zemindari*, intrinsic (*dakhili*) and extrinsic (*khariji*) rights, which he has in the aforesaid village along with all the income accruing from it and dependencies, such as residential houses, trees, tanks and wells to the buyer. The boundaries of the aforesaid village are also given. Seven signatures of witnesses are appended to the document. The seal of Tarbhun Singh, the vendor is affixed thereon (**1227**).

SALE DEED 26-4-1689.

Sale deed of 1/6th portion of the 1/3rd part of village Pansajat, patta Chaurasi, pargana Hasanpur, Sarkar Bahraich for Rs. 61 executed voluntarily by Bikhandi, son of Ratan, in favour of Mir Saiyad Muhammad Arif, son of Mir Saiyad Ahmad, resident of Bahraich city. The vendor states that the aforesaid 1/6th portion has already been separately demarcated. The vendor declares that he is the sole owner of the aforesaid 1/3rd portion of the said village and is in possession of it. He further states that he has transferred all the proprietary, *zemindari*, intrinsic (*dakhili*) and extrinsic (*khariji*) rights which he has in the aforesaid property along with all the income accruing from it and dependencies such as residential houses, gardens, trees, tanks and wells to the buyer (**1224**).

SALE DEED 19-2-1810.

Sale deed of village Barakuan for Rs. 170 executed by Kama Khan, son of Alah Yar Khan, Janka Khan, son of Alf Khan, Madar Khan, son of Yusuf Khan and others

in favour of Muzaffar Khan, son of Raushan Khan. The aforesaid village was purchased by the late Muhabbat Khan from Raja Tirbhuan Singh, son of Raja Partab Narain Das and subsequently it came into the possession of the late Raushan Khan and his son Muzaffar Khan. The vendor objected to the possession of Muzaffar Khan. He (Muzaffar Khan) replied that Lal Khan, son of the late Muhabbat Khan had purchased a horse worth Rs. 273 from Thanday Khan, and the sum has not been paid as yet, and in lieu of the aforesaid amount he is in possession of the above mentioned village.

A commission of four persons, consisting of Zulfiqar Khan, Fateh Jang Khan, Khaliq Dad Khan and Bandah Ali Khan was appointed to decide the matter. The Commission decided that the vendors have to pay Rs. 170 to Muzaffar Khan. The vendors declare that as they are not in a position to pay the aforesaid amount to Muzaffar Khan, so they voluntarily and without coercion execute the sale deed of village Barakuan. They further declare that the sale deed is a valid one and is free from deceit. The seal of the *Mufti* is affixed at the top of the document. The document also bears 8 seal impressions of witnesses (**1260**).

SALE DEED 23-5-1808.

Sale deed of village Jaraul, *Amla* pargana Hasampur, Sarkar Bahraich in the province of Oudh for Rs 170 executed by Bibi Hasena in favour of Jiwan, son of Mahdi Husain. The vendor states that she is the sole owner of the aforesaid village and is in possession of it and has executed the deed while in full possession of her senses, voluntarily and without coercion. The seal of the certifying authority and two seals of witnesses are affixed thereon (**1263**).

SALE DEED 29-12-1818.

Sale deed of village Mewpur, pargana Bahraich, including tanks, trees, gardens, wells, culturable land and land for residential purposes for Rs. 160 executed by Akmal Khan, son of Raushan Khan, resident of Bahraich, in the province of Oudh in favour of Saiyad Safdar Husain, son of Saiyad Mahdi Hasan, zamindar and taluqdar of Bahraich. He further states that he has executed the sale deed while in full possession of his senses, voluntarily and without coercion and the sale deed is a genuine and valid one. The boundaries of the aforesaid village are also given. Four seals are affixed theron. The document also bears two signatures (**1267**).

SALE DEED 30-11-1677.

Sale deed of 1/4th part of village Anchapur, pargana Hasampur, Sarkar Bahraich for Rs. 32 executed by Maha Singh, son of Lal Singh in favour of Mir Saiyad Muhammad Arif, son of Mir Saiyad Ahmad, resident of Bahraich city. The vendor states that he is the sole owner of the aforesaid village and is in possession of it. He further states that he has transferred all the proprietary, *zemindari* and the intrinsic (*dakhili*) and extrinsic (*khariji*) rights, which he has in the aforesaid 1/4th part of the village along with all the income accruing from it and dependencies such as residential houses, gardens, trees, tanks and wells to the buyer. He declares that the deed is a genuine one and he has received all the above mentioned amount and has appropriated it. The boundaries of the aforesaid village are also given. Three seals are affixed thereon. The document also bears eight signatures of witnesses (**1205**).

QUBULIAT 1672 A. D.

Muhammad Arif admits that he has taken on lease the *Jagir* of Mirza Darwesh Beg, Miyan Alah Dad Khan and Muhammad Zaman, situtated in pargana Hasampur, Sarkar Bahraich in the province of Oudh with effect from *Kharif*, 1080 *Fasli* on the condition of annual payment of Rs. 7,339/3/- the annual income from the revenue of the *Jagir*, being 4,40,000 *Dams*. He (Muhammad Arif) further states that he would pay the aforesaid amount annually to the aforesaid Jagirdar in lieu of his *Jagir*. He declares that in case of natural calamity befalling the crops (the loss) would be adjusted in the aforesaid amount according to the rate of the aforesaid pargana but in case of the surplus yield from the land, he would be entitled to appropriate the same as the Jagirdars have condoned it. He further declares that he has adjusted the rent of the aforesaid *Fasl Kharif*, realized by Dilawar Khan, the suspended *Gamashta* of Mirza Muhammad Aman and others and by the *Gumashta* of Mirza Muhammad Tahir, the Jagirdar of the aforesaid pargana, in respect of the above mentioned lease on the basis of *Tumar-i-Wasilat* (account book) duly sealed by the Qazi and signed by the Chaudharis and Qanungos of the aforesaid pargana. He further declares that he would keep in view the prosperity of the *raiyat*. Four seals are affixed thereon. The document also bears four signatures of witnesses (885).

QUBULIAT 9-12-1677.

The deponent states that he has taken on lease for one year the *Jagir* of Mir Saiyad Ahmad, comprising villages Bhadura etc., Patta Chaurasi, *Amla* pargana Hasampur, Sarkar Bahraich, for Rs. 463/8/-. The deponent further states that he would pay the aforesaid amount in instalments mentioned below without any objection. He

declares that he would try to increase the cultivation, to keep the *raiyats* satisfied and to make the villages prosperous and populous. The document also contains the details of the instalments. Two seals are affixed thereon. The Hindi translation of the transaction is also given (**1206**).

QUBULIAT 1678 A. D.

Parwa Sahi, resident of Bahraich admits that he has taken on lease with effect from *Kharif*, 1087 *Fasli*, on the annual payment of Rs. 49 the land which was granted to (illegible) as *madad-i-ma'ash* in village Naukhana. He further states that he would pay the aforesaid amount without any objection to the grantee. The amount of the instalment is also mentioned, Rs. 27 to be paid in *Kharif*, and Rs. 22 in *Rabi*. The Hindi translation of the deed is also given. The document bears a seal (**892**).

QUBULIAT 31-3-1688.

Ghulam Ahmad and others, the zamindars of villages Hajipur etc., pargana Sadarpur, Sarkar Khairabad in the province of Oudh state that according to the assessment of the *Mutsaddis* of Mirza Muhammad Husain Dewan, they (Ghulam Ahmad and others) would pay Rs. 1,390/9/- for the year (*Kharif* and *Rabi*) 1090 *Fasli*. They further state that they would pay the aforesaid amount without any objection and the sum realized by Muhammad Rahmat *Karori* and by the *Gumashta* of Shaikhul Auliya would be adjusted. The document also contains a detailed account of the revenue of each village and the signature of Shaikh Ghulam Ahmad. A seal is affixed on the margin of the document (**1220**).

QABULIAT 19-11-1688.

Shaikh Ghulam Ahmad and others, the zamindars of village Hajipur etc., pargana Sadarpur, Sarkar Khairabad state that according to the assessment they would pay Rs. 1,390/9/- for the year (*Kharif* and *Rabi*), 1069 *Fasli* in two six monthly instalments. The document also contains an account of the revenue of each village. A seal is a ffixed at the top of the document (**1223**).

QUBULIAT 3-8-1698.

The deponent states that he has taken on lease village Panyanhari, patta Mubarikpur, pargana Haveli Bahraich, which was granted to Saiyad Muhammad Arif as *madad-i-ma'ash* for three years from the beginning of *Kharif*, 1106 *Fasli* to *Rabi* 1108, *Fasli* for Rs. 105. The deponent further declares that he would encourage the tenants and would pay the aforesaid amount according to the instalments mentioned in the documents without any objection. If God forbids, there befalls any natural calamity, the amount would be adjusted on the basis of estimate. The cesses like *Zemindari*, *Chaudhari*, *Qanungoi*, *Shahnagi* and *Nambardari* would be paid by the leaseholder (اجارہ دار). If *Hakim* requires one rupee as *Jhawan Sari Fasl*, it would be paid by the lease holder and if it is remitted by the *Hakim*, the lease holder would pay it to *Aimadar*. If *Khewat Mehmani* is realized inadvertantly without the *Sanad* of the *Hakim* it would be adjusted in *Sadrana*. If it is realized by the *Sadr* it would be credited to the account of *Aimadar*. The deponent further states that he would pay Rs. 105 excluding *Zemindari*, *Chaudhari* and *Qanungoi* cesses. The details of the instalments are also given. The document also bears a seal (**1230**).

QUBULIAT 2-2-1699.

Muhammad Abid states that he has taken on lease for four years (from the beginning of *Kharif* 1107 *Fasli* to *Kharif*, 1110 *Fasli*) for Rs. 75, village Banyanhari, Patta Mubarikpur, pargana Haveli Bahraich, which was granted to the late Muhammad Arif as *madad-i-ma'ash*. He further states that he would pay the aforesaid amount six monthly to the *Aimadar*. Cesses like *Karab Mehmani* and *Sadrana*, would be paid by the *Aimadar* and cesses like *Zemindari*, *Chaudhari*, *Qanungoi*, *Nimdari* and *Talbana* would be paid by the leaseholder. If *Hakim* requires one rupee for *Jhawan Sari Fasl* it would be paid by the lease holder and it is remitted by the *Hakim*, the leaseholder would pay it to the *Aimadar*. The details of the instalments to be paid each year are also given. The document also bears the signature of Muhammad Abid (1231).

RELEASE DEED 18-11-1674.

Deed of surrender of a mango garden planted by Harnath and Horal in village Sandha, pargana Bahraich executed by Harnath and Horal, the *Muqaddams* of the aforesaid village in favour of Mir Saiyad Ahmad. Two signature of witnesses in Persian script are appended to the document. Two signatures in Hindi are affixed on the margin of the document. The document also bears a seal (1198).

RELEASE DEED 7-2-1676.

Jadu Das, son of Karkashan, clerk of Balehdar Das, Qanungo of pargana Selak state that 1/3rd of the village of Sabhajib was owned by Mir Saiyad Sadr Jahan and Mir Saiyad Makhdoom Alam, sons of Saiyad Muhammad,

nephew of Saiyad Raju. The share of Saiyad Sadr Jahan which is 1/6th, has been inherited by his nephew, Mir Saiyad Ahmad. Saiyad Makhdoom Alam sold his share and the share of Mir Saiyad Ahmad for Rs. 100 to Rupchand, son of Govind Das. Rupchand executed a spurious sale deed of the aforesaid 1/3rd share of the village in favour of Jadu Das. Saiyad Ahmad filed a suit alleging that 1/6th share in the aforesaid village was in the possession of the plaintiff and the sale deed executed by Saiyad Makhdoom regarding the share of the plaintiff was illegal. The plaintiff further claims the right of pre-emption and is prepared to buy the share of Saiyad Makhdoom (i.e. 1/6th). Jadu Das agrees to transfer 1/6th share of the village to Mir Saiyad Ahmad which he is entitled to take possession of. Jadu Das further states that henceforth he has no claim over 1/6th share of the aforesaid village and if any suit is filed on his behalf regarding the aforesaid share, it would be false and frivolous. Three seals are affixed thereon. The documemt bears six signatures of witnesses (**1200**).

RELEASE DEED 1679.

Jafar, son of Mir Saiyad Afzal states that he has surrendered voluntarily and without coercion his share which amounts to 1/3rd in village Katura, pargana Fakhrpur to Mir Saiyad Ahmad, heir of Mir Saiyad Sadr Jahan and Saiyad Bahadur, heir of Saiyad Makhdoom.

The document bears signature of witnesses and of Saiyad Jafar (**893**).

RELEASE DEED 1679 A. D.

Jafar, son of Mir Saiyad Afzal states that he has surrendered his share which amounts to 1/3rd in the village of Sabhajib, pargana Selak, Karamullahpur, pargana Hasampur to Mir Saiyad Ahmad, heir of Mir Saiyad Sadr Jahan, and Saiyad Bahadur, heir of Saiyad

Makhdoom. He further states that he has also surrendered land for residential purposes and culturable land in *Qasba* Ganthur, pargana Selak in favour of the aforesaid persons.

The document bears the signatures of witnesses and a seal (894).

RECEIPT 1672 A. D.

Dilawar Khan states that he has realized in advance the first instalment of the revenue for the *kharif*, 1080 *Fasli*, from the *Jagir* situated in pargana Hasampur and which was given to Saiyad Muhammad Arif on *Ijara*. The document also contains two seals (886).

RECEIPT 28-2-1687.

Madhusudan Das states that Muhammad Qaim went to village Aharwara, pargana Fatehpur for assessing the revenue for *Kharif* in the year 1094 *Fasli*, and he had made unjust assessment and Rs. 155 were due from Saiyad Muhammad Qaim *Mutasaddi*. Badhuwandas states that he has realized the aforesaid amount form Saiyad Muhammad Arif, the proprietor of the aforesaid village (1218).

RECEIPT AND ACQUITTANCE DEED 9-1-1717.

Receipt and deed of acquittance issued under the seal of Qazi Dost Muhammad on redemption of mortgaged land. Saiyad Habibullah, son of Saiyad Taj Muhammad, resident of village Rasulpur, pargana Selak, Sarkar and province Oudh states while in full possession of his senses and voluntarily that village Kaundni, *Amla* pargana Hasampur, Sarkar Bahraich, belongs to Shaikh

Niamat Ullah, Shaikh Peer Muhammad, Shaikh Jauhar and Shaikh Himayat Ullah, residents of the aforesaid village and it was mortgaged to him for Rs. 52 *Alamgiri*. The mortgagee asked Shaikh Hidayat Ullah, son of Shaikh Nur Muhammad, Rahmat Ullah, son of Shaikh Abdul Karim, Dost Muhammad, son of Shaikh Basawan and others, the heirs of the mortgagor for the redemption of the aforesaid village. They paid the aforesaid amount (Rs. 52) and the possession of the aforesaid village has been handed over to them with effect from *Rabi*, 1125 *Fasli* and henceforth the mortgagor has no claim in the aforesaid village. If in future any suit is filed either on behalf of the mortgagee or on behalf of his heirs, it would be false and frivolous (**1238**).

QABZUL WASUL 1675.

Saiyad Muhammad Saleh, *Mansabdar* states that the villages which were in the *Jagir* of the late Mir Abu Turab were in the possession of Saiyad Muhammad Arif lease holder up to *Rabi*, 1081 *Fasli* and after that, were included in the *Khalsa*. From the beginning of *Kharif*, 1081 *Fasli* upto the end of *Rabi*, Rs. 324-12 were due from the leaseholder. During this period Shaida, the vakil of Bakhtunnisa Begam came to Saiyad Muhammad Arif and demanded Rs. 324-12 from him. Muhammad said that 1/6th portion of the revenue for *Rabi* has been credited to the *Khalsa* and out of the total revenue Rs. 520 were still due from the *raiyats* and the revenue for *Rabi* had not been realised till then. Saiyad Muhammad Saleh further states that he has realised Rs. 324-12 from the leaseholder and has given it to Shaida and issued this receipt. Ten seals are affixed thereon. The document also bears signatures of the witnesses (**890**).

QABZUL WASUL 4-2-1732

The deponent, Kau Miyan states that he had executed a surety bond for Rs. 120 on behalf of Bhikari, resident of village Bhadwani and advanced Rs. 17 as loan to Murli, resident of the aforesaid village in Pargana Hasampur. The deponent filed a suit in the court of Lala Sahib Rai, *Mir Bahr* and Kotwal of pargana Fakhrpur, Sarkar Bahraich, the deputy of Lal Chhidu Nath for the recovery of the aforesaid amount. The matter was investigated and it was decided in the presence of the aforesaid Lala Sahib Rai that Murli should pay the aforesaid amount to the deponent. The deponent states that he has realised the entire amount from Murli and these few sentences have been written as *Qabzul Wasul*, and it may be utilised by the opposite party (when necessary) (**1240**).

QABZUL WASUL 6-5-1792.

Muhammad Azam chaukidar states that he has realized one rupee, one anna and six pies as revenue from pargana Takiya and has included it in his collection and issued this receipt. The document also bears the seal of a witness (**1249**).

QABZUL WASUL 10-5-1792.

Allah Yar Khan states that he has realised one rupee, seven annas and six pies from pargana Takiya and has included the same in his collection and issued this receipt. The document also bears the signature of Allah Yar Khan, the deponent and Shaikh Muhammad Hiyat, the witnesses (**1250**).

QABZUL WASUL 18-5-1792.

Ashraf Beg, the Government servant of pargana Takiya states that he has realized Rs. 2/12/6 as revenue from the aforesaid pargana and has included it in his collection. The seal of the Qazi is affixed at the top of the document. The document also contains the signature of a witness (**1251**).

QABZUL WASUL 23-5-1792.

Gujar Singh the Government servant of pargana Takiya states that he has realized two rupees and three pies as revenue from the aforesaid pargana. The seal of the Qazi is affixed at the top of the document, and the seal of a witness is affixed on the margin (**1252**).

QABZUL WASUL 23-5-1792.

Ziaullah and Ghulam Ali, Government servants of pargana Takiya state that they have realized five rupees and five annas as revenue from the aforesaid pargana. The seal of the Qazi is affixed at the top of the document. The document also contains the signatures of Ziaullah and Ghulam Ali (**1253**).

AGREEMENT 26-8-1795.

Shaikh Amir Uddin, *Gumashta* of Bibi Rasni wife of Shaikh Ghulam Haider, the owner of village Kaunda, pargana Hasampur, states that with the consent of their ancestors the aforesaid village was mortgaged with Abdul Samad, resident of Padu Sarai. Muhammad Shakir on behalf of all the cosharers has paid Rs. 92 and has got the village redeemed. The entire sum of Rs. 92 was divided into five equal parts and Rs. 18/6/5 were due from Bibi

Rasni. Apart from it, nineteen rupees were also due to the aforesaid Bibi as additional expenses. So these few sentences have been written as an agreement that when the sum of Rs. 37/6/5 is paid to Muhammad Shakir, the 1/5th portion of the aforesaid village which is the share of the aforesaid Bibi would be redeemed. A seal is affixed thereon. The document also bears seven signatures of witnesses (**1256**).

AGREEMENT 25-12-1801.

Mauji Ram and Mannau, caste Khattri, resident of Bahraich state that the mortagagor (name not given) has executed two bonds—one for Rs. 400 and the other for Rs. 1,934/4/- in favour of the mortgagees (Mauji Ram and Mannau) and has mortgaged villages Jagdishpur and Sukha to them. The mortgagees further state that village Jagdishpur has been mortgaged for Rs. 400 and village Sukha has been mortgaged for Rs. 1,934/4/- and on payment of the sums the villages could be redeemed and the bonds would be returned to the mortgagor. Therefore these few sentences have been written as *Iqraruama* to serve as the basis of future transactions (**1261**).

AGREEMENT 2-4-1803.

The deponent Shes, a Government servant states that he has realized Rupees twenty over and above the amount in respect of his salary for *Fasl Kharif*. He further agrees that the aforesaid amount may be adjusted at the time of the payment of his salary. The seal of the deponent is affixed thereon. The document also bears three signatures of witnesses (**1262**).

AGREEMENT 10-7-1810.

Saiyad Ghulam Mahdi, son of Saiyad Mahjuj, Taluqadar, Qaramula, pargana Hasampur states that he has given his ta'aluqa to Saiyad Safdar Husain, son of Saiyad Mahdi Husain, Taluqadar and *Tafriqdar* of the aforesaid *Ilaqa* on the condition that so long as the sum mentioned below is paid to him as *Nankar* he would have no concern with the *ta'aluqa*. The details of the amount to be paid are also given. Signatures of five witnesses appear on the document (**1264**).

AGREEMENT 19-10-1828.

The deponent Mir Ghulam Mustafa, Zamindar of village Abru Shah states before Lala Lachhman Prasad, *Amil* of Jiraul that he has executed the instrument of agreement to the effect that if in future *Talbana* and other expenses were paid to the state by Mir Murtaza Husain on behalf of the deponent, aforesaid Mir Murtaza Husain would be entitled either to take possession of the share of the deponent (in the aforesaid property) for himself or to mortgage it ; and neither the deponent nor his successors would raise any objection to it. The document bears four signatures of witnesses. A seal is affixed on the margin of the document (**1268**).

SECURITY BOND 26-7-1647.

Muhammad Zakariya, son of Saiyad Zaheer states that he stands surety for Saiyad Usman for the payment of debt amounting to Rs. 1,060 in two instalments. The document also contains the details of the instalments. Three seals are affixed thereon (**1181**).

SECURITY BOND 1-2-1681.

Security bond executed by Tara Chand, the Vakil of Shubha Nau, real sister and heir of Maha Singh, son of Lal Sahi in favour of Mir Saiyad Mnhammad Arif, son of Mir Saiyad Ahmad. Tara Chand the Vakil of Shubah Nau states that Maha Singh has executed a sale deed of the 2/3rd village of Debidaspur in favour of Mir Saiyad Muhammad Arif, son of Mir Saiyad Ahmad for Rs. 12. If God forbid, Shaikh Shukrullah, son of Shaikh Mahmud or Bhekam, son of Sada Nand filed a suit and recovered the aforesaid 2/3rd portion from Mir Saiyad Arif, Shubha Nau would hand over 2/3rd portion of village Bhadyari, pargana Hasampur to Mir Saiyad Muhammad Arif. Therefore, these few sentences have been written as *sanad*, so that they may be utilized whenever occasion arises. The signatures of Shubha Nau are affixed on the margin of the document in Hindi script (**1213**).

PARTITION DEED 1629.

Jafar, son of Mir Saiyad Afzal states that fifty bighas of land in village Karamullahpur, pargana Hasampur and 25 bighas of land in village Katura, pargana Fakhrpur, were granted to Mir Saiyad Afzal as *madad-i-ma'ash*. He further states that he has voluntarily divided the holdings in five equal portions. One portion is given to Musammat Bibi Man and Bibi Shah, two portions he has kept for himself and two portions are given to Musammat Ghammu, wife of Mir Saiyad Abdul Salam. The document bears twelve signatures of witnesses and two seals are affixed at the bottom of the document (**895**).

QISMAT NAMA (PARTITION DEED) 1659 A. D.

Qismat Nama (partition deed) of the holdings of Saiyad Muhammad Arif, Kashi and Baikhandi. The partition was made by *Shaqdar*, Todar Mal *Karkun*, Zain

Khan *Munsif*, Shaikh Ghulam Husain *Gumashta* of Shaikh Abdur Rehman Qanungo, and Kaley, *Gumashta* of Shaikh Shukrullah Chaudhari. The document also contains the details of the partition and the share of each shareholder. The document bears six signatures of witnesses. Five seals are affixed thereto (**1186**).

PARTITION DEED 2-4-1679.

This is a certified true copy of another document. The contents are the same as of the previous document (**1209**).

PARTITION DEED Not Given.

There was a dispute between Saiyad Muhammad and Saiyad Qutb Alam and sons of Saiyad Sadr Jahan in respect of *madad-i-ma'ash* land. So the holding was partitioned. The document also contains the share of each heir of Sadr Jahan deceased (**1233**).

PARTITION DEED 2-4-1679.

Jafar, son of Mir Saiyad Afzal states that 1/3rd portion of the villages of Saba Jib, pargana Selak, Karamullahpur, pargana Hasampur and land for residential purposes in *Qasba* Kantur, pargana Selak and the culturable land near the aforesaid *Qasba* is the hereditary property of his father Mir Saiyad Afzal. He further states that he has divided the aforesaid 1/3rd portion into ten equal portions. Out of these ten portions, four portions are given to Bibi Man and Bibi Khumar, daughter of Bibi Shaha, the foster sister of Jafar. He (Jafar) further states that he has no claim over these four portions and Bibi Man and others are entitled to takes possession of it. The document also contains signatures of fourteen witnesses. A seal is affixed at the bottom of the document (**1208**).

PARTITION DEED 2-4-1679.

Muhammad Jafar, son of Mir Saiyad Afzal states that fifty bighas of land from village Karamullahpur, pargana Hasampur and sixtyfive bighas of land from village Kantura, pargana Fatehpur were granted to his father Mir Saiyad Afzal as *madad-i-ma'ash*. He (Muhammad Jafar) further states that voluntarily he has divided the aforesaid holding into five portions. One portion is given to Bibi Man and Bibi Khumar, daughter of Musammat Bibi Shaha, two portions he (Jafar) has kept for himself and two portions are given to Musammat Bibi Chaheti, the wife of Mir Saiyad Abdul Salam. Six signatures are affixed thereon. Document also bears the signature of the deponent (Muhammad Jafar) (**1210**).

PARTITION DEED 15-8-1796.

Partition deed of village Kaundli, pargana Hasampur, Sarkar Bahraich between the heirs of Zain Ali.

The seal of the Qazi is affixed at the top of the document. The document also contains twelve signatures of witnesses (**1257**).

HIBA NAMA 28-8-1692.

Daud Khan, son of Muhabbat Khan, resident of village Sarania, *Mamula* pargana Fatehpur, Sarkar Lucknow in the province of Oudh, states that while in full possession of his senses, he voluntarily and willingly, without-compulsion or coercion has executed the gift deed of villages Chandanpur, and half of Shikapur, pargana Fatehpur, Sarkar Lucknow in the province of Oudh, in accordance with law and with all the intrinsic and extrinsic rights and along with annexies and dependencies of the aforesaid villages, in favour of Ain Uddin, son of Nasar

Khan. The bestower states that he is the sole owner of the aforesaid property and the gift deed is a genuine one and is free from fraud and deceit. The legatee has accepted the gift in the presence of the assembly and with the consent of the bestower, the legatee has taken the possession of the gift deed, the latter being free from all obstacles and disputes and henceforth the bestower has no claim over the aforesaid property. The boundaries of the above mentioned villages are also given. Seven seals are affixed thereon. The document also bears the signatures of five witnesses (1226).

GIFT DEED 31-5-1732 A. D.

Gift deed of village Antura Buzurg, patta Jawar, pargana Haveli Bahraich, Sarkar Bahraich executed by Bibi Achhi, daughter of Saiyad Qaim and wife of Saiyad Lutf Muhammad, in favour of Nur Muhammad, the adopted son of the bestower. She states that she has inherited the aforesaid village from her husband and is the sole owner of it and is in possession of it. She further states that she has executed the gift deed while in full possession of her senses, voluntarily and willingly, without compulsion or coercion and has transferred all the proprietary rights, and all the intrinsic (*dakhili*) and extrinsic (*khariji*) rights she has in it together with all the income accruing from it and dependencies, such as residential houses, gardens, trees, tanks and wells. Nur Muhammad has also accepted the gift and has taken possession of the aforesaid village. She declares that the gift deed is a valid one and if in future any suit is filed (against the legatee) either on her own behalf or on behalf of any of her heirs in respect of the aforesaid village, it would be false and inadmissible. The boundaries of the aforesaid village are also given. Twelve seals are affixed thereon. The document also bears four signatures of witnesses (1241).

GIFT DEED 18-5-1753.

Gift deed of the villages of Bharapur including *Dami* and *Khalsa* villages along with *sarais*, gardens, land for residential purposes and *havelis* in pargana Sadarpur, the portions of villages of Shataunki and Karaundi, pargana Fatehpur, and half of the village of Baroha, pargana Amethi, which the deponent has inherited from his forefathers and half of the village of Harti and culturable land in the vicinity of *Aima* village which he has inherited from his maternal grandfather, executed by Kifayat Ullah, son of Sa'adat Ullah *alias* Shaikh Basawan, resident of *Qasba* Sadrpur, Sarkar Khairabad, in the province of Oudh, in favour of Shaikh Khalil Ullah, *alias* Jhau, son of Shaikh Bhawan. The deponent states that his son Riy'at Ullah died leaving only one daughter and he does not want his other son or grandchildren to succeeed him. He further states that he has executed the deed while in full possession of his senses, voluntarily and without coercion and has appointed Shaikh Khalil Ullah as his successor. He declares that he is the sole owner of the aforesaid property and is in possession of it and has executed a valid gift deed in favour of Shaikh Khalil Ullah, his cousin and Shaikh Khalil Ullah has also accepted it. He further declares that he has transferred all the intrinsic and extrinsic rights which he has in the aforesaid property and in the dependencies and the appurtenances to it. If in future any suit is filed on behalf of the heirs of the deponent in respect of the aforesaid property against Khalil Ullah, the legatee, it would be false and frivolous. The document also contains signatures of six witnesses in Persian script. The seals are affixed thereon **(1245)**.

DEED OF ARBITRATION 9-7-1674.

Saiyad Haji and Saiyad Ghulam Husain state that there was a dispute between Saiyad Taj Mahmud and Saiyad Taj Uddin regarding the boundaries of a *Patti*, in

village Baruli, Sarkar Selak. Nanda, the *Muqaddam* of the aforesaid village was appointed arbitrator with the consent of the parties. The aforesaid persons (Saiyad Haji and Saiyad Ghulam Husain) went to the village with the consent of the parties and declared in an assembly of Muslims and Hindus that the boundaries between the holdings of the parties be demarcated. Accordingly the matter was decided, the boundaries demarcated and the decision was communicated to the parties. Two seals are affixed on the margin of the document (**1197**).

ARBITRATION DEED 1683 A. D.

Sarbuland Khan *Mansabdar*, the brother of Khudadad Khan states that Mir Saiyad Muhammad Arif was the vakil of the said Khan. When he was relieved of the job, he handed over all the document and relevant papers regarding the income and expenditure etc. to Muhammad Yusuf, son of Khudadad Khan. But there was a dispute and the matter was referred to Faulad Khan. Mir Saiyad Muhammad Arif handed over all the documents and the papers regarding *Khurak-i-Dawabb* and *Zakat* duly sealed by the *Mutsaddis* of the stable and of the *Feelkhana* to the *Gumashta* of Faulad Khan and Ghasi Ram, vakil of Khudadad Khan. The case was not decided by Faulad Khan. The Dewan of Khudadad Khan Jiu referred the case to Muhammad Yusuf. When Muhammad Yusuf visited the village Rewa, Sarbuland Khan produced Saiyad Muhammad Arif before him. Muhammad Yusuf told him that he had entered Rs. 3,000 only in the document during the term of his *vikalat*. Muhammad Arif replied that he had entered it over and above the account. Muhammad Yusuf said to Muhammad Arif that the account papers which he had produced were lost, so he should produce a true copy of the relevant papers. The papers were produced and the account was adjusted. The document also bears a seal (**896**).

ARBITRATION 13-12-1686.

There having arisen a dispute over the boundaries between the village Banyanhari, Patta Mubarikpur, pargana Haveli Bahraich which was the property of Mir Saiyad Muhammad Arif as *madad-i-ma'ash* and the villages Rampur, Shunradia and Gangapur in the aforesaid pargana which were part of the *Khalsa* lands. Nirmal Das, *Shaqdar* of the aforesaid pargana, and the *Gumashta* of Nawab Muhammad Khan, appointed Pribhu and Dhukri as arbitrators with the consent of Nand Ram Qanungo of the aforesaid pargana. The arbitrators demarcated the boundaries of village Banyanhari. The signatures of the arbitrators are affixed thereon. The document also bears a seal impression (**1217**).

DASTAK (SUMMONS) 8-10-1667.

True Copy

Dastak issued by Mirza Jan Beg asking Mir Saiyad Ahmad, resident of Bahraich to appear before the court. The petitioner Saiyad Muhammad Qaim, resident of *Qasba* Mahjpur Dewi, states that Musammat Lodhiyan, the grand mother of the petitioner in her own life time had transferred the possession of half of the village of Sikandarpur to the petitioner and the document for the delivery of possession and of ownership (تملیک نامہ) was executed in favour of the petitioner and it was duly sealed by the Qazi and was attested by the witnesses and the petitioner is in possession of it. The petitioner is the owner of half of the aforesaid village and is being unnecessarily harassed (by Saiyad Ahmad). Saiyad Ahmad is hereby directed to appear before the court on the receipt of the summons, so that the case may be decided according to *Shariat*. The seal of the certifying authority is affixed at the top of the document (**1191**).

DASTAK (SUMMONS) 28-7-1679.

True Copy

Shiv Das, Qanungo of pargana Haveli Bahraich should know that Mir Saiyad Ahmad was granted some land in the aforesaid pargana as *madad-i-ma'ash*, and it has been reported by Saiyad Ahmad that he (Shiv Das) has realized some *abwabs* in respect of his perquisites as Qanungo from the aforesaid land. He (Shiv Das) has directed that he should refund at once what he has realized and should make it a point not to realize any thing in future, otherwise it would lead to serious trouble for him (**1212**).

SUMMON 3-7-1832.

Medhu, Zamindar and co-owner of village Chahjarsi is hereby directed to appear at once in the department and to file written statement in reply to the suit filed against him by Ganga Prashad Mukhtar on behalf of Shaikh Zargham Ali, the co-owner of the aforesaid village. The summon was issued on 3-7-1832 (**1272**).

TAMLIK NAMA 14-2-1669 A. D.

Nirbhu, the proprietor, Zamindar and Chaudhri of village Damudar Jaut, pargana Faridabad states that he has executed voluntarily and willingly the gift deed and the transfer deed of proprietary, *zemindari* and Chaudhrai rights in the aforesaid village and has handed over the same as *Birt*. In case he or one of his heirs filed a suit against the aforesaid Mir in respect of the aforesaid village it would be false and inadmissible. These few sentences have been written as transfer deed (تمليک نامه) so that it may be utilized in case of need. The document also bears eight signatures of witnesses (**1192**).

RULING (فتاوی) 4-6-1670.

That Saiyad Muhammad Jafar and others, the descendants of Saiyad Ruknuddin, residents of Dhaulpur, were summoned by Nawab Jafar Khan and they attended the Court at Bahraich and Saiyad Taj Mahmud son of Saiyad Alauddin, resident of the aforesaid *Qasba* was also present in the court. Inspite of the fact that the plaintiff was not entitled to summon aforesaid Jafar Khan, Allah Dad Khan repeatedly sent for him but he did not turn up. Therefore, these few sentences have been written in compliance with the *Shraiat* Law and on the basis of the findings of the Jurist, and the document has been handed over to Saiyad Taj Mahmud. Six seals are affixed thereon. The document also bears six signatures (**1193**).

TASHKHIS JAMA 1684 A. D.

Assessment of revenue on village Badura etc., patta Chaurasi *Amla* pargana Hasampur Sarkar Bahraich by Shaikh Habib Ullah according to the directions of Dewan Khuda Dad Khan Jiu. Rupees 425 have been assessed as the total annual revenue and Mir Muhammad Arif, Zamindar and Taluqdar of the aforesaid villages is directed to deposit the aforesaid amount in the Royal treasury according to the custom of the pargana in instalments. Mir Muhammad Arif is further directed that he should try to promote the welfare of the people and to increase by extensive cultivation the Government revenue. The details of the instalments are also given. The Hindi translation of the transaction is also given. Two seals are affixed thereon. The document also bears the signature of *Karkun* (**897—1, 2**).

DEED OF EXCHANGE 1672 A. D.

Dilawar Khan *Gumashta* of Mirza Muhammad Aman states that the village Sadure and Dewli in the *Jagir* of Mirza Muhammad Aman have been given to Murtaza Khan Bahmani and are included in his *Jagir*. In exchange for the aforesaid villages, Barai and Adharoi have been taken away from the *Jagir* of Murtaza Khan and are included in the *Jagir* of Mirza Muhammad Aman. The document bears the seal of Dilawar Khan (888).

DEED OF CANCELLATION 12-8-1672.

Randher, son of Subta, resident of *Qasba* Hasampur, states that he made an agreement with Musammat Bhekan, daughter of Har Ram, the owner of the village Bedura and Beduri for the purchase of 2/3rd shares of the aforesaid villages for Rs. 301. Out of the aforesaid amount Rs. 77 were paid to her. He further states that he has received back the sum of Rs. 77 advanced to Musammat Bekhan and has returned the sale deed to her. Randher further declares that, henceforth, he has no claim either in respect of the village or in respect of the money given by him in advance. The Hindi translation of the document is also given. The document also bears the signatures of four witnesses (**1195**).

SIJIL 2-10-1639.

There was a dispute between Shaikh Abdul Malik and Mir Ziauddin regarding village Sikandarpur, pargana Fatehpur. Shaikh Abdul Malik filed a suit in the court of Sadruddin Faqir, against Mir Ziauddin who represented Musammat Bibi Haziyan and was a relation of her. The contention of the plaintiff was that the defendant should relinquish all his claims in respect of the aforesaid village. At the suggestion of the court and due to the good feeling

which the plaintiff had for the aforesaid Musammat, he (plaintiff) applied for the withdrawal of the suit, (and was allowed to do so). The plaintiff admitted before the competent court that if in future any suit is filed on behalf of the plaintiff in respect of the aforesaid village, it would be false and frivolous. Two seals are affixed thereon (**1176**).

LEASE DEED 1674 A. D.

Mir Abu Turab *Mansabdar* states that he has been granted a *Jagir* in pargana Hasampur, Sarkar Bahraich in the province of Oudh with effect from *Kharif* 1081 *Fasli*. The annual income from the aforesaid *Jagir* amounts to 2,10,0_0 *Dams*. He further states that he has given the aforesaid *Jagir* on lease to Mir Saiyad Muhammad Arif against the annual payment of Rs. 2,850 only. If any calamity befalls the crops, the loss would be adjusted in the aforesaid amount according to the prevalent rate in the pargana but in case of surplus yield from the land the lease holder would be entitled to appropriate the same. Two seals are affixed thereon. The document also contains the details of the instalments (**884**).

MORTGAGE DEED 27-7-1773.

Mortgage deed of 25 bighas of land in village Umri, patta Chaurasi, pargana Hasampur, Sarkar Bahraich for Rs. 16/4/- executed by Shaikh Ahmadullah son of Shaikh Abdur Rahman, resident of village Rasuli, pargana Sirhor Sarkar Lucknow in the province of Akhtar Nagar (Oudh) in favour of Mir Sahib Mir Saiyad Fateh Ali. The mortgagor states that the aforesaid land was granted to his forefathers as *madad-i-ma'ash* and the mortgagor is in possession of it, and has mortgaged it to Shaikh Ahmad ullah with effect from *Kharif*, 1172 *Fasli*. He further states that he has executed the deed while in full posses-

sion of his senses, voluntarily and without coercion and the deed is a valid one. He declares that he has transferred the possession of the aforesaid land to the mortgagee and the mortgagee is entitled to retain the possession till the aforesaid sum is paid to him. The document bears five signatures of witnesses in Persian script. Three seals are affixed thereon (**1247**).

PLAINT 4-5-1679.

Dost Muhammad, the attorney of Saiyad Ahmad and Saiyad Muhammad Arif states that Wali Muhammad has realized Rs. 567 from the *zemindari* of Saiyad Ahmad and Saiyad Muhammad Arif, situated in pargana Hasampur, in the province of Oudh. Therefore it is prayed that the court be pleased to decide the case according to *Shariat* (**1214**).

BAZ NAMA 4th R. Y. (Shah Alam).

Malchand Qanungo, pargana Lawa, Sarkar Khairabad, in the province of Oudh states that the village Sarai Herdev Ram and 1/4th part of village Pannipur is owned by Sahawan and he (Malchand), without the consent of Miyan Sahawan and Miyan Muizuddin assessed the revenue collectively, and by mistake entries regarding the revenue were made against Muizuddin. The *Gumāshta* of Miyan Sahawan came to realize the revenue of *Fasl-i-Rabi* and applied to the *Gumashtas* of Muhammad Shafi Khan *Amil* and Abdul Nabi Khan Jagirdar that Malchand should be ordered not to interfere. Malchand states that he has delivered the possession of the above mentioned village to the aforesaid *Gumashtas* and has also handed over the revenue of *Rabi* to them and has written off the entry made in excess of the assessment. He (Malchand) further states that henceforth he has no concern with the

aforesaid *ta'aluqa*. Nine seals are affixed thereon. Three signatures of witnesses are appended to the document (**1234**).

TAKDAMA (ESTIMATE OR AUDIT STATEMENT)

9-12-1843.

Estimate of expenditure for the year 1251 *Fasli*, sent through Husain Bakhsh Khan *Chakladar* of Atraula, Balarmpur and Lawan Ganj Mahadev. The details of the expenditure are given under different heads, such as *Ahlkars, Hazir Bardars, Chobdars, Karkaras* and *Mutsaddis* etc. A seal is affixed at the top of the document (**1277**).

REDEMPTION DEED

29-9-1840.

Kalay Khan, son of Salabat Khan, resident of village Mustafabad states that the share of late Mir Ahmad Ali Khan in village Khaseva, was mortgaged with Salabat Khan with the consent of Mir Ata Husain for Rs. 301. Mir Muzaffar Husain, the nephew of Mir Ahmad Ali Khan deceased has paid the aforesaid amount to the deponent and the deponent had appropriated it. The deponent further declares that he has handed over the mortgage deed to Mir Muzaffar Husain voluntarily and without coercion and the village has been redeemed. He further declares that henceforth he has no claim over the village and if in future any suit is filed on his behalf in respect of the aforesaid village, it would be false and frivolous. Three seals are affixed thereon. Three signatures of witnesses are also appended to the document (**1274**).

REPRESENTATION 13-5-1679.

The attorney of Saiyad Qiwam Uddin states that village Diwanpur, pargana Champari is the hereditary property of his client and had since long been given to Sharifa Banu and Zahida Banu as *Jagir* in lieu of their salaries. The tenants have depopulated the village and whatever the yield from the land be, it is appropriated by the *Shahnas*. The tenants destroy the fruits and the trees (of the aforesaid village), and under such circumstances his client is completely upset and distressed. Therefore it is prayed that the aforesaid village be included in the *Khalsa* and in lieu of it other *Jagir* be awarded to him. The attorney further states that whatever be the decision of the *Mutasaddis* of the *Khalsa-i-Sharifa*, it would be acceptable to his client. The attorney further declares that if reliable surety is required by the Emperor, the same would be produced. The document also contains an order issued to the *Mutasaddis* of the *Khalsa-i-Sharifa* that the above mentioned village be included in the *Khalsa-i-Sharifa* and in lieu of it other *Jagir* be given (to the plaintiff) (**1211**).

APPLICATION 5-3-1830.

Application on behalf of Shiv Din, *Bakhshi* of the army posted at Gonda and Bahraich. The deponent states that he received the order of General Sahib through Chhiddu Singh, peon, asking the deponent to assist Mir Saiyad Muzaffar Husain Zamindar of Katwa and Jaraul in realization of the revenue and after adjusting *Sir*, *Nankar* and *Dar* perquisites, the sum be handed over to the *Amil*. Therefore the deponent conveyed the order to the officers of the army and they were asked to carry out the order. The *Tumaninat Nama* duly sealed and signed was sent to Saiyad Muzaffar Husain. Three officers of the army were sent to assist Saiyad Muzaffar Husain in the realization of the revenue, and the arrears of

the revenue for two years were realized. Only the revenue for 1236 *Fasli* is due from Saiyad Muzaffar Husain. As the *raiyat* has become haughty and proud, therefore it is requested that another order be issued to the army officers (to assist the aforesaid Saiyad Muzaffar Husain in the realization of the revenue). A seal is affixed at the top of the document (**1271**).

TUMANINAT NAMA 5-5-1821.

Copy of a *Tumaninat Nama* (letter guaranteeing security and protection) addressed to Saiyad Muzaffar Husain, Zamindar of *Ilaqa* Katwa and Jaraul regarding the soldiers stationed at Gonda and Bahraich issued under the seals and signatures of Mirza Agha Khan *Salar*, Abdullah and Mir Matloob Ali, *Salars* of the platoons, Mirza Bakhsh Khan *Risaldar*, Saiyad Mahdi Ali Khan *Risaldar Risala-i-Khas*, Mir Muhammad Bakhsh *Risaldar-i-Sawaran*, Mirza Beg and other, Sawars *Risala-i-Khas* Mirza Khan and others, Sawars of *Risala-i-Qandhari*, Mirza Khan Mir Ihtimam Nawab Bakhshi-ud-daula Bahadur, Raushan Ali and others, Agha Hasan Raza incharge of the artillery of Gonda, and Baddhu Khan incharge of the artillery of Gonda and Bahraich dated 2nd *Shahban-ul-Mu'azzam* 1236. A. H. The *Tumaninat Nama* after the felicitations to Saiyad Muzaffar Husain states that the condition of the *Ilaqa* was noted and an order valid for six months has been issued by the General Sahib making necessary arrangements for keeping the peasants fully engaged in cultivation and appointing one soldier from every platoon for the protection of aforesaid Muzaffar Husain and for assisting him in the collection of the revenue from the aforesaid *Ilaqa*. The *Tumaninat Nama* was issued to aforesaid Muzaffar Husain and it conferred distinction and honour on him. The order should be carried out verbatim and one soldier from every platoon should accompany the aforesaid Muzaffar Husain.

Muzaffar Husain should come to this place without any fear and hesitation. God willing one *Nambardar* and two or three *Shahnas* would be provided to accompany him to the *Ilaqa*, and the peasants would be asked to continue the cultivation. He (Saiyad Muzaffar Husain) should be fully satisfied in this respect. Whenever there is rebellion, no attempt shall be spared to suppress it, and the government order regarding security measures and about the appointment of the soldiers, shall not be contravened and slackened under any circumstances whatsoever. Therefore, the aforesaid Saiyad Muzaffar Husain may come with full confidence and transact his business. He should be fully satisfied about his safety because necessary security measures have been taken. The seal of the Qazi is affixed at the top of the document (1270).

MEMORANDUM

List of papers sent by Fayuz, the lease holder of *Khurak-i-Dawabb* to Ghasi Ram through Saiyad Muhammad Arif.

Receipt for Rs. 3,128/12/- issued under the seal and signature of Shaikh Feroz the lease holder of *Khurak-i-Dawabb* of Sarkar *Khasa Sharif*.

Five annas for horses under the seal of Darab Khan and others.

Five annas for the *Khasa* elephant issued under the seal of Abdur Rahim Khan and others.

Five annas for the medicine for the *Khasa* elephant.

Five annas for the medicine for the horses.

Five annas for preparing the straw shade for the stable for horses.

Repairing the *Khiprel*.

Rs. 70 paid monthly to Saiyad Muhammad Arif.

Receipt for Rs. 287 received by Ghasi Ram over and above the account.

Receipt for eight *Asharfis*. Receipt for Rs. 1,600 issued under the seal of Khan Sahib Khuda Dad Khan Jiu. The seal of Ghasi Ram is affixed at the top of the document. (1232).

WAJIB-UL-ARZ 9-12-1843.

Orders issued on the representation of Husain Bakhsh Khan *Chakladar*.

1. That the version of the interested parties should not be accepted without proper investigation.

2. The crops may be harvested and two *chaukidars* should be employed.

3. The permission for beating the drums was given and two *Chobdars* should be employed on a salary of Rs. 15 per month and if they serve well, five rupees should be added to their salaries.

4. The allowance of the *munshi* serving with the *Chakladar* would be fixed and only he would be retained and others would be relieved of the jobs.

5. Fifty *Khasa-bardars* would be provided by the Government. Ten persons more should be employed and their names should be entered in the muster roll.

6. Twelve persons should be employed in government service on the salary of Rs. 15 per month and their salaries be credited in the account of the zamindars.

7. Expenditure should be according to the number of the *mahals* in the *Chakla*.

The seal of an officer is affixed at the top of the document (1276).

JUDGEMENT 7-1-1666.

Farid, son of Usman, the attorney of Bibi Lazyat, daughter of Saiyad Muhammad states that village Mustafabad, pargana Hasampur, Sarkar Bahraich was granted to Saiyad Muhammad, the father of his client, as *madad-i-ma'ash.* Saiyad Muhammad left three daughters—Bibi Fatima, Bibi Badan and Bibi Lazyat as his heirs. Saiyad Usman has illegally occupied the share of Bibi Lazyat and she is not getting any thing out of the aforesaid *madad-i-ma'ash* grant. Therefore, it is requested that the court be pleased to ask the defendant to deliver the possession of the said land to Bibi Lazyat. The defendant was asked to answer the allegations. He (Saiyad Usman) said that Saiyad Muhammad had transferred the ownership of the land to him along with other property and in that capacity he was in possession of the same. After hearing both the parties order was issued that as *madad-i-ma'ash* grant was not alienable, the defendant is directed not to interfere with the possession of the plaintiff in respect of the aforesaid *madad-i-ma'sah* on the basis of the alleged alienation. Three seals are affixed thereon (**1189**).

GLOSSARY

A

Amin ... A revenue officer responsible for the measurement of land and assessment of land revenue. In Akbar's reign there was an *Amin* for the whole province. During Shah Jahan's reign one *Amin* was appointed to each pargana with his headquarters in the pargana. He assessed the land revenue, prepared the assessment papers and made necessary recommendations for remitting the whole or part of the revenue demand in case the crops suffered from some natural calamity.

Aimadar ... Holder of land granted for religious or charitable purposes or religious persons or learned Muhammadans.

Ahlkars ... Civil officials.

B

Banjar ... Culturable land uncultivated for five years or more.

Bainama ... Sale deed.

Begar ... Labour exacted without remuneration.

Birt ... means cession. *Birt* tenures or estates were carved out by Taluqdar out of *ta'aluqas* in favour of others. *Birt* was acquired by purchase and was of

two kinds: (i) The *birt-i-zamindar*, (ii) the *birt-i-jangal tarashi*. Such grants sometimes conveyed a full property right, and sometimes only limited and temporary interest in the village. Ordinarily *birt* merely conferred a limited and supporting right. The duties of the *birtias* were to clear and cultivate land and to make annual payment known as *Malkana* to the original proprietor.

C

Chaudhri ... A holder of landed property classed with the zamindars and Taluqdars. The possession became hereditary and the Chaudhri exercised a certain jurisdiction in the matter of the collection of revenue and in the maintenance of law and order. His primary duty was to assist the revenue officers in the work of revenue collection. He did so by exercising his personal and local influence on his community. He stood surety for individual cultivators and saw to it that revenue demands were paid to the *Karori*. In recognition of his services to the state, he was entitled to certain perquisites, mentioned in these documents as *Chaudhaurai*.

Chaudhrai ... A perquisite claim by a Chaudhri as pertaining to his office.

Chungi ... Custom duties and a share of grain from the thrashing floor.

Chobdar ... The persons employed for beating drum to convey official announcements to the public, personal attendants at the court or office of a high dignitary.

Chak, Chak-bandi, Chak-nama ... Chak means "a portion of land divided off". It is applied to detached fields of a village and a patch of rent-free land. Elliot quoting from Zubdat-ul-Qawanin' says "And in a village the whole of whose area is not really cultivated by the Malik and Mastajirs they leave them as much as they can manage and make the rest into a *Chak* under a complete *sanad* giving it into the possession of some one else to cultivate." Chakbandi means demarcating the boundaries of such a "Chak".

Chaknama is the document or sketch showing the boundaries and area of such an estate. In the time of Akbar the *Siyurghal* lands were mixed up with *Khalsa* lands and orders were issued that such lands should be separated from the *Khalsa* lands and consolidated into *chaks*.

D

Dar ... It is a purchased tenure in a patch of land or *Chak*.

Dakhli Huquq Rights of the tenants created by a superior in favour of person in lieu of value received. It denotes under-proprietary tenures.

Dastak ... Generally it implies a summon or a writ, or warrant. It is specially used

for a demand served on a revenue defaulter to compel him to pay any balance that may be due from him. A passport or a permit. In the early days of British Government a document authorising the free transit of certain goods and their exemption from custom dues. It applies more generally to summons issued by a competent court asking a person or persons to appear as a witness or defendant.

F

Fasli ... *Fasl* means a season, a crop or a harvest. *Fasli* signifies the era established with reference to the harvests, the two harvests being the *Kharif* and the *Rabi*.

Farighkhati ... A written release or acquittance, a deed of release from all further demands or claim.

G

Gumashta ... An agent or representative employed to collect revenue.

H

Hibanama ... Gift deed.

Hazir Bardars Personal attendants of a Jagirdar or Faujdar.

I

Iqrarnama ... Agreement.

Ijaradar ... Lease holder.

Infikak Nama Redemption deed.

Ijara ... Lease or farm of land held at a fixed rent or revenue from the Government directly or from an intermediary payer of public revenue.

J

Jagir ... The perquisites of a Jagirdar.

Jhawan-Sarai-Fasl ... A fee paid to watchmen who looked after the crops.

K

Karori .. The perquisites claimed by a Karori as pertaining to his office.

Khana Shumari Under the Wajibul Arz of a village the Zamindar or the Taluqdar was declared to be entitled to one *taka* (6 pies) per month for every house from the occupants of the village and also from the owner of shops and temples. This payment was also called *Ghar Ghanna.* It was not house tax or cess but merely ground rent.

Khalsa ... Lands "of which the revenne remains the property of Government, not being made over in *jagir* or *inam* to any other parties." "Lands or villages held immediately by Government and of which the state is the manager or the holder."

Kharaji Huquq Right of easement.

Khurak-i-Dawabb ... Contributions levied for the maintenance of animals belonging to the Zamindars or the state, particularly elephants and horses.

Kharif ... Kharif is derived from the Arabic word Kharf meaning "The falling of autumnal rain" and is used for the autumnal harvest.

Karkun ... A revenue official attached to the *Amil*. He was a clerk and an accountant attached to the office of the *Amil*. He was expected to keep records of transactions "which took place between the Government servants and the cultivators at the time of assignment on behalf of the Government". (Saran).

M

Madad-i-ma'ash literally means "maintenance allowance". Under Muslim state it signified the assignment of revenue or land for the support of learned and pious men or for the support of charitable and religious institutions. The common word in pre-Mughul India for such grants was *madad-i-ma'ash* and under the Mughuls the technical word initially used was *Siyurghal* but in all revenue papers the term used most often to describe such grants was *madad-i-ma'ash*. Such grants were not transferable and the grant had to be renewed from reign to reign and after the death of the original grantee.

Mahzar ... An application or a representation addressed to such persons as may be cognizant of the circumstances of the case requesting their evidence to the facts of the case of a petition by an aggrieved person or persons stating the facts of the case and seeking redress as well as testimony to the genuineness of their claims.

Mahsul ... State income from any source as land, customs, excise and the like. The produce or return realised from anything.

Muqaddam: ... He was the village headman. His functions were similar to those of a Chaudhri. He put his signatures to certain papers prepared by revenue officers, stood surety for individual cultivators and assisted the government servants in collection of revenue. For his services he was entitled to a perquiste in accordance with the established custom.

Muqaddami ... *Muqaddami* denotes the dues paid to the *muqaddams* by the cultivators or a money allowance when the revenue was collected by the state ; a commission on rent collection.

Munsif ... An officer generally employed to superintend measurements of lands and assignment of revenue in concert with the villagers and the lower officials. Appointment of *Munsifs* first occurs in connection with the officers appointed to a pargana in the time of Sher Shah.

Mutsaddis ... Officers appointed to assist in the collection of revenue and the maintenance of law and order. The officer incharge of port towns was also known as *Mutsaddis* and his office was considered of great responsibilities, appointment being made generally by the Emperor.

Ma'afi ... Land granted free of assessment of revenue. Such lands were granted by the State on condition of service and were held free of revenue. Such grants were also made by the Zamindars, and such grants were hereditary and transferable.

N

Nambardari ... Perquisites of a *Nambardar*. Nambardar was entitled to recover from his co-sharers 5% on the Government revenue. This can also be read as *Patwari*. In this case it means the requisites of a *Patwari* but I prefer the first reading.

Nalish ... A complaint.

Nawisinda ... A writer, a clerk, a secretary. It generally denotes a writer appointed by the Landlord to act as a check upon the *patwari*.

Nankar ... Originally meant a deduction from the revenue of a village or an estate allowed by the Government for managing it. The right to *nankar* has been considered an under-proprietary right of a heritable and transferable nature but a person in receipt

of such allowance cannot necessarily be considered to be the under-proprietor of a land of which he may be in possession. The *Taluqa-i-Nankar* generally took the shape of some revenue free villages but in single village it was usually a cash deduction from the revenue.

Nambardar ... It means a co-sharer of a *mahal* of a village responsible for the payment of the revenue as the representative of other members of the *mahal* or of the village. A certain percentage of collection constituted his perquisite.

P

Patta-i-Istimrari Perpetual lease.

Parwana ... An order or written command.

Q

Qanungo ... The Qanungo was an important officer in the local land revenue administration. His jurisdiction changed from reign to reign. In Akbar's reign he seems to have been a pargana officer. By the time of Shah Jahan his jurisdiction extended over a circle of parganas. In Aurangzeb's reign a pargana had many Qanungos and the maximum number of Qanungo within a pargana was fixed at ten. He was consulted in order to ascertain revenue customs, usages and perquisites of the area under his

jurisdiction. He kept the same revenue papers as the *patwari* of the village. He, together with the *Chaudhri* and the *Muqaddam* signed a *Qubuliat* to the effect that they accepted the assessment made by the *Amin* and stood surety for the payment of the same by the raiyats. He was entitled to certain perquisites, provided the full rental had been received. Formerly the Qanungo was paid by means of a commission of one percent. Under Akbar he was paid cash salary from public treasury.

Qanungoi ... Perquisites of a Qanungo.

Qubuliat ... An aggreement by the payer of revenue to pay the revenue on his holding on such conditions as were indicated in the agreement.

Qismatnama ... Partition Deed.

Qabzul Wasul Final receipt or deed relinquishment of claims.

R

Rabi ... Literally means spring and refers to the spring crop and the dry harvest.

Rahdari ... Transit duties, tolls, and duties collected at inland stations.

S

Sadrana ... The same as *Sadar-i-Bhet*. Presents to Government officers forming an item of charge to every village in addition to the assessment.

Sardarakhti ... A tax on fruit bearing trees.

Shahna ... A person appointed to keep watch over crops of the defaulters and to prevent any fraudulent abstraction of the grain.

Sijil ... Written attestation of a notary, the record of decree of a Qazi or Judge ; judicial record or seal of a Judge.

Shaqdar ... The word is derived from '*shaqq*' which means a division or a fissure. Technically it means revenue administrative division and the officer incharge of such a division was known as *Shaqdar*. The term came into use during the time of the Tughluqs and the functions of the *shaqdar* varied from time to time. Under the Mughuls the *shaqdar* performed in the pargana the same duties as those of the Faujdar and the Kotwal in a *sarkar*.

Shahnai ... The perquisites of a Shahna.

T

Tahsil ... Tahsil means the collection especially of the public revenue derived from land, excluding the cesses.

Tumaninat Nama A document giving assurance of protection and assistance.

Tamliknama ... A deed for transfer whether of gift or conveyance.

Talbana ... Summon's fee.

Takdama ... Estimate or audit statement.

Tumar-i waslat The same as *Tumrr-i-Jama*. The sum total of the land revenue according to

register; the recorded standard assessment of the land revenue of the provinces of the Mughul empire in the reign of Akbar as settled by his Minister Todarmal, and subsequently revised from period to period down to the grant of *Diwani* to the East India Company.

Tafriqdar ... Holder of an extra assessment or tax imposed upon cultivators.

Ta'aluqa ... From *Ta'aluq*-meaning connection. *Ta'aluqa* means a district or division of a province or an estate. *Ta'aluqa* was generally granted by Government at a favourable assessment as a mark of favour or on condition of clearing and cultivating waste lands. In the North-Western provinces it has been defined as an estate, the holder becoming the intermediate agent for collecting the revenue from the people and paying it to the Government after making such deductions as he may be entitled to according to the terms of the grant or local custom.

Takalif-i-Diwani. Civil dues.

W

Wazifa ... Pension. Cash payments as distinguished from grant.

Wajibul Arz ... A petition, written statement or a representation. A document relating to the village administration describing the established mode of paying the Government revenue; the powers and

the privileges of the *Nambardars*; recognised extra items of collection, the appropriation of waste lands, the village servants and their fees and salary of the village watchmen and *chobdars* etc.

Z

Zamin-i-Zarai ... Agricultural land.

Zakat ... A religious tax levied on Muslims and utilised for religious and charitable purposes. Elaborate rules exist regarding the assessment and collection of *Zakat*. In these documents it is used generally in the sense of tax on merchandise.

Zamanat Nama Surety Bond.

Zamin-i-Sakni Land for residential purposes.

Zemindari ... The perquisites of a Zamindar.

Zer Darakhti ... A tax on the leaves of the trees that fall on the ground.

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ERRATA

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13	21-22	*Arsh Ashyani* (Jahangir).	*Arsh Ashyani* (Akbar).
26	12–15	The work of consolidation was carried on by Rai Tula Ram *Gumashta* and Qasim and other surveyors under the supervision of Muhammad Yusuf *Shaqdar*, Saiyad Muhammad *Munsif*, and Narain Das writer.	The work was carried on by Muhammad Yusuf *Shaqdar*, Khem Karan *Karkun*, Saiyad Shah Muhammad *Munsif*, Narain Das *Navisinda*, Hemaraj *Gumashta*, Rai Tula Ram *Qanungo*, and Qasim and other surveyors.
44	7	*Karab.*	*Khewat.*
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